



The City of **South**
San Francisco

Memorandum of Understanding

Between the

American Federation of State, County,
and Municipal Employees,
Local 829

and the

City of South San Francisco

July 1, 2025 through June 30, 2027

American Federation of State, County, and Municipal Employees,
Local 829
Memorandum of Understanding
July 1, 2025 through June 30, 2027

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City of South San Francisco
American Federation of State, County, and Municipal Employees (AFSCME),
Local 829
Memorandum of Understanding
July 1, 2025 through June 30, 2027

Article 1. Preamble

This Memorandum of Understanding is entered into by the City of South San Francisco, hereinafter designated as *City* and the American Federation of State, County, and Municipal Employees, Local 829, hereinafter designated as *Union* as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period of July 1, 2025 through June 30, 2027, for those employees working in classifications in the representative unit referred to in Appendix A of this Memorandum of Understanding (MOU).

Article 2. Union Rights

2.1. *Recognition*—The City recognizes the American Federation of State, County, and Municipal Employees, Local 829 as the employee organization representing the employees in this unit, which consists of all employees in the classifications identified in Appendix A and as may be added to the unit by the City during the term of this agreement.

2.2. *Union Dues*—

2.2.1. *Use of Payroll Deduction*—The Union shall have the privilege of using the City's payroll system for the purpose of deducting Union dues and other lawfully permitted deductions from employees' pay for whom the Union is the recognized majority representative employee organization.

2.2.2. *Amount of Deductions*—The City shall withhold dues and other lawfully permitted deductions in such amounts as are officially prescribed by the Union or are otherwise established by the terms of this Memorandum of Understanding.

2.2.3. *Certification and Dues Deductions*—The City shall withhold Union dues and/or other lawfully permitted deductions from the salary of an employee and remit withholdings to the Union, provided that the Union certifies in writing to the City that the Union has and will maintain each employee's authorization for such deductions.

2.2.4. *Suspension of Union Dues During Leave of Absence*—An employee on unpaid leave of absence for a period of 30 calendar days or more shall not be required to pay Union dues during the period of the employee's leave.

2.2.5. *Payroll Deduction Procedures*—The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City's payroll system and its operations are not thereby disrupted.

2.2.6. *Notification of New Employees*—The City shall notify the Union of the name, classification, and date of hire of each new employee appointed to a position covered by this memorandum. Notice shall be provided to the Union within 30 working days of hire. Notice of new hire orientations shall be provided to the Union at least 10 days

prior to the date of new hire orientation for unit members. The City will provide a half hour for the Union to present to bargaining unit members at new hire orientation or alternatively to meet with new hire.

2.2.7. *Union Obligations*—The Union shall file with the City such financial reports as are prescribed in the Government Code Section 3502.5. The Union shall 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 which may arise out of the City's compliance with the provisions of this section.

2.3. *AFSCME People*—The City agrees to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) from the pay of those employees who request, in writing, on a form supplied by the Union and approved by the City, that such deductions be made. The amount to be deducted shall be determined by the employee except that there shall be a minimum deduction of two (\$2.00) per month. The employee may revoke his/her authorization for voluntary deductions at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

2.4. *Authorized Union Representatives and Stewards*—

2.4.1. *Access*—An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employee's work hours on matters concerning wages, hours, and other conditions of employment. The authorized representative shall provide reasonable notice to the employee's immediate supervisor prior to entering the work location of the employee. The employee's immediate supervisor shall have the right to make arrangement for a contact location and/or contact time, which are the least disruptive to the employee's work assignments and departmental operations.

2.4.2. *Stewards*—The Union shall be allowed to designate a reasonable number of employees as stewards. Stewards shall be granted reasonable release time off without loss of time or pay for the purpose of investigating and handling employee grievances. Steward release time shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor.

2.4.3. *Employee Representation Rights*—An employee who is required to meet with a supervisor or management official and who reasonably expects that the meeting will involve questioning leading to potential disciplinary action, shall have the right to have a steward or authorized Union representative present at the meeting. The City shall provide the employee with enough information about the meeting in advance so that they can determine whether or not they want to ask for representation at that meeting. In the event that an employee requests the presence of a representative, the representative shall be contacted to arrange a mutually acceptable time and place for the meeting. Once scheduled, the supervisor or management official shall not be required to reschedule the meeting for the convenience of the representative. If the

representative is not available in a reasonable period of time, the employee must locate an alternative representative.

2.4.4. *Access to Personnel File*—An employee or, upon presentation of an original signed written authorization from an employee, an employee’s representative shall have access to the employee’s personnel file.

2.4.5. *Union Business Time*—Generally, Union business shall not be conducted during employees’ working hours. The Union may request permission to conduct Union business during employees’ working hours for specific purposes and specific times. Such requests must be presented to the department head affected and may be approved by such department head when such activity does not interfere with departmental operations.

2.5. *Bulletin Boards*—The City will furnish adequate space on designated bulletin boards in the employees’ workplaces for the exclusive use of the Union. The Union shall not post anything of a discreditable nature to the City or its employees or offensive to members of the general public or other visitors to the City facilities. The Union shall be responsible for maintaining the bulletin boards in an orderly condition and shall promptly remove outdated materials.

2.6. *Communications Center Employee Mailboxes*—The Union may use each employee mailbox in the communications center.

Article 3. Non-Discrimination

3.1. *Union Rights*—Neither the City nor the Union will discriminate against a person covered by this Memorandum of Understanding because of his or her exercise of rights under the MOU or his or her union activities or failure to participate in union activities.

3.2. *Protected Classes*—The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or taking leave under the Family Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status or characteristic protected by state or federal law.

Article 4. Wages and Compensation

4.1. *Wages*—

4.1.1. *Definitions*—

4.1.1.1. *Base Pay*—Base pay is the rate of compensation paid for a specified classification of employment, excluding any other payments.

- 4.1.1.2. *Enhanced Pay*—Enhanced pay is the rate of compensation that includes base pay and incentive pay such as longevity, bilingual, education, and special assignment pay. Enhanced pay does not include acting pay or other temporary assignment pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced pay.
- 4.2. *Wage Rates*—
- 4.2.1. *Across-the-Board Increases*—All members of the bargaining unit shall receive across-the-board base pay adjustments in the amounts and with the effective date as follows:
- Year 1: Effective first full pay in July, 2025, or the first full pay period period following Union ratification and Council approval of this agreement, whichever is later*, bargaining unit member salaries shall be increased by four percent (4%).
 - Year Effective the first full pay period of July, 2026, bargaining unit member salaries shall be increased by four percent (4.0%). There will be no retroactive across-the-board base pay adjustments.* *Notwithstanding this provision, the City agrees that if a tentative agreement is reached no later than June 30, 2025 and ratified by the Union by July 14, 2025, year 1 increases shall be effective July 4, 2025.
- 4.2.2. *Market Equity and Internal Adjustments*—Members of the bargaining unit shall receive market adjustments in the amounts and upon the effective dates as listed in Appendix E. Market and internal alignment adjustments will be added to across-the-board increases to arrive at the year one salary increase. For example, a Code Enforcement Officer would receive an increase of 5% in year 1.
- 4.3 *Compensation Survey*— The City shall conduct a total compensation study for benchmark classifications within the bargaining and provide results to the union prior to the commencement of negotiations no later than February 1, 2027.

The comparative analysis shall include benchmark cities of Alameda, Daly City, Hayward, Mountain View, Palo Alto, Redwood City, San Bruno, San Leandro, and San Mateo. The City and the Union may mutually agree to changes to the benchmark agencies prior to the commencement of the study. The study will include results based on base salary, total cash (base salary plus incentives and City-paid deferred compensation) and total compensation (all salary and City-paid benefits).

The City shall provide a list of benchmark classifications to review by August 1, 2026. If the Union has any feedback regarding the list of benchmark classifications, the Union shall provide it to the City no later than September 1, 2026.

- 4.4. *Payment of Compensation*—Each employee shall be compensated on a biweekly basis. Payment will normally be made on the Thursday immediately following the conclusion of a pay period. A City pay period consists of 14-calendar days and begins on a Friday, which is the first day of a pay period and ends on a Thursday, which is the last day of a pay period. Employees who are on continuous paid regular service for a partial pay period

shall receive pro-rated compensation for the pay period that the employee was on continuous paid regular service. An employee on continuous paid regular service shall be an employee who is on a regular employment status within the City in a classification covered by this Memorandum of Understanding. Continuous paid regular service excludes all unpaid leaves of absence of an employee and excludes the period of time the employee is not in a regular employment status with the City.

- 4.5. *Step Increases*—Each employee shall complete the following time at each step of the salary schedule applicable to the classification, prior to being moved to the next step.

Step 1—From date of hire to completion of 6-calendar months of employment.

Step 2—One full year.

Step 3—One full year.

Step 4—One full year.

Step 5—Final step.

- 4.5.1. *Step Placement after Promotion*—When employees are promoted, they shall receive not less than the equivalent of a one-step, 5% salary increase. However, in no event shall the employee receive a rate of pay that is higher than the top step of the classification to which they have been promoted.

- 4.5.2. *Step Placement after Demotion*—When an employee is demoted, whether such demotion is voluntary or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted. Unless otherwise afforded, the specific rate of pay within the range shall be determined by the City Manager. However, an employee demoted as a result of an abolition of a position shall be placed at the step in the lower classification which most closely approximates, but does not exceed, the employee's salary in the higher classification.

- 4.5.2.1. *Voluntary Demotion*—If an employee takes a voluntary demotion to a classification previously held from a classification within the same series, the employee shall be placed at a step commensurate with length of service in both classifications. If the classifications are not within the same series, the employee shall be placed at the same step in the lower classification in which the employee last held, and the service time at such step shall be the same as the service time held previously at such step.

- 4.6. *Bilingual Incentive Pay*—

- 4.6.1. *Bilingual Incentive Pay for Communications Center*—An employee who has demonstrated to the department head's satisfaction, proficiency in speaking/communicating in a second language that is spoken by a significant proportion of the South San Francisco population, as identified but not limited to those indicated in Appendix B of this Memorandum of Understanding, shall be compensated at an amount 5% higher than the employee's base hourly rate of pay. Such compensation shall commence when the employee has passed a qualifying examination demonstrating proficiency in the second language.

- 4.6.2. *Bilingual Incentive Pay for Other Classifications*—

- 4.6.2.1. *Testing and Compensation*—An employee who has tested, using the City's standard bilingual testing procedures, and demonstrated to the department head's satisfaction proficiency in speaking a second language, shall be

compensated at an amount 2.5% higher than the employee's base hourly rate of pay. Such compensation shall commence the next pay period after the employee has passed a qualifying examination, as determined by the City, demonstrating proficiency in the language. To be eligible to participate in this program, employees must speak a second language used by a segment of South San Francisco population. Once an employee qualifies as speaking a second language the employee will receive bilingual pay, even if the population changes and a significant segment no longer speaks the language.

- 4.6.2.2. *Interpreting and Translating*—Employees who have met the criteria and are compensated for bilingual incentive pay must use those skills whenever the need arises. Employees may be required to act as an interpreter or translator at worksites other than their primary work location.
- 4.6.2.3. *Language Determination*—Languages that are spoken in South San Francisco will be determined by reviewing the demographic data from the local school district. The Director of Human Resources and the Union will then meet once a year to determine the languages that qualify under this section; American Sign Language is considered a second language.
- 4.6.2.4. *Current Languages in Effect*—The following languages shall qualify for an employee to receive the Bilingual Incentive Pay under this section.
- Spanish
 - Tagalog
 - Mandarin
 - Cantonese
 - American Sign Language
- 4.6.2.5. *Eligible Classifications*—Positions eligible for bilingual incentive pay must be those that are routinely and consistently required to communicate with members of the public in the course of their job duties. Those classifications that would be eligible are identified in Appendix B of this Memorandum of Understanding and include any title changes that may occur during the life of this Memorandum of Understanding.
- 4.6.2.6. *Eligibility Review*—During the term of this agreement any bargaining unit employee whose classification is not listed as eligible for bilingual pay may request a review of job duties to determine the degree to which the use of bilingual skills is necessary in the normal course of work. Based on this review, the City may determine that the position is eligible for bilingual incentive pay. This determination shall be made by the department head, with final approval by the City Manager.
- 4.6.3. *Special Compensation Reportability*—To the extent permitted by law, bilingual incentive pay shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(4) and 571.1(b)(3).
- 4.7. *Longevity Pay*—Full-time and part-time regular employees, shall receive longevity pay in accordance with the following schedule.

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- 4.7.1. *Fifteen Years of Service*—After ten (10) years of service, 1% will be added to the employee's base hourly rate of pay.
 - 4.7.2. *Twenty Years of Service*—After fifteen (15) years of service, in addition to above, another 2.5% of pay will be added to the employee's base hourly rate of pay for a total of 3.5% of pay..
 - 4.7.3. *Special Compensation Reportability*—To the extent permitted by law, longevity pay shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(1) and 571.1(b)(1).
 - 4.8. *Standby Pay*—Except as otherwise provided, two (2) employees within the classifications of Public Works Maintenance Worker, Senior Public Works Maintenance Worker, and Lead Public Works Maintenance Worker shall be on standby each week. Any Public Works employee who is not in one of the above listed classifications may voluntarily put themselves on the standby list provided that management agrees the employee meets the applicable departmental qualifications and can be available for standby shifts. Such employees will receive ongoing, infrequent skills training provided by management. Any employee outside of the Public Works Department that is currently on the standby list may remain on the standby list, so long as they maintain appropriate skills training and remain available for scheduled standby shifts, provided they receive approval in writing from their current department supervisor. Employees outside of the Public Works Department not currently on the standby list may not volunteer for Public Works standby duties. The standby list shall be posted by management on a calendar year basis no later than December of each year. Voluntary trades of standby shifts require advance approval from the respective departmental Management.
 - 4.8.1. *Mandatory Standby*—Only those employees hired, including promotions and transfers into designated positions on or after 7/1/2000 shall be required to take standby.
 - 4.8.2. *Monthly Standby Compensation*—Compensation for standby shall be as follows:
 - 4.8.2.1. *Amount*—Employees taking standby shall receive \$500 per week for each week they are on standby.
 - 4.8.2.2. *Holiday Standby*—An employee taking standby, who is called to return to work on a holiday (midnight to midnight of the actual holiday), shall receive a minimum of 4 hours of compensation at 1.5 times the employee's base hourly rate of pay.
 - 4.9. *Certification Pay*—Employees who obtain and maintain certification as identified in Appendix C may receive certification pay.
 - 4.9.1. *Amount*—2.5% of base pay for the first certification and additional 1% for any additional certification, up to a maximum of 8% for all certifications combined.
 - 4.9.1.1. *Certifications within a Series*—An employee who obtains a higher eligible certification within a graded series is considered to have the knowledge and skills of the lower certifications in the series and will be compensated as if they possessed each lower certification within the series. Example: if an employee's certification in a series is a grade III, certification pay will be calculated as if they also possessed the grade I and II certifications, for a total of three certifications.

- 4.9.2. *Limited Availability*—Where the number of certifications is limited, the department head will decide which employee shall receive the certification pay. The decision will be based on the employee's classification, job description and seniority. Preference will be given to employees who already possess the certification and who are already performing the work for which the certification pay is available. If there are more employees performing the work and who possess the certification than there are available slots for certification pay, the employee who has held the certification for the longest period of time while employed in a classification for which certification pay is available shall receive the certification pay.
- 4.9.3. *Maintenance Requirement*—Employees must maintain valid and updated certification at all times when receiving certification pay. Any employee receiving certification pay must perform the job duties for which the certification was granted whenever required to do so by the employee's supervisor. Employees who are not performing the work for which the certification pay was granted will not receive certification pay. Circumstances causing certification pay to end may include, but are not limited to, changes in assignment, job duties, or leaves of more than 30 days.
- 4.9.4. *Incentive Pay Effective Date*—Once the criteria has been met and approved, a Personnel Action Form indicating that the employee is eligible for incentive pay will be generated, with an effective date being the first day of the next pay period.
- 4.9.5. *Special Compensation Reportability*—To the extent permitted by law, certification pay shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(2) and 571.1(b)(2).
- 4.10. *Temporary Assignment to Higher-level Position (Acting Assignments)*—An employee who is assigned to perform and who does perform the duties of a higher-paying classification, shall receive additional compensation for each day so served. Compensation shall be paid at the first step of the higher-level position, or at the step that results in a pay increase of at least 5%, whichever is greater.
- 4.10.1. *Length of Assignment*—Acting assignments will normally be 6 months or less. In the event that the assignment is anticipated to or actually does extend beyond 6 months, City will notify the union regarding the circumstances requiring the extended assignment. Where operationally feasible, assignments of 6 months or longer will be rotated among similarly qualified employees.
- 4.10.2. *Assignment*—The City will make a good faith effort to assign acting assignments equitably among similarly qualified bargaining unit members within the same department or work unit.
- 4.11. *Hazardous Waste Inspection Assignment Pay*—An employee in the Public Works Maintenance Worker job classification series or Parks Maintenance Worker job classification series assigned the responsibilities of maintaining and inspecting the Hazardous Waste Storage Locations within the City Corporation Yard shall be compensated at 5% above the employee's base hourly rate of pay for which the employee otherwise qualifies for the duration of the assignment. Only one employee shall be assigned these responsibilities and eligible for the incentive; except as this assignment may be changed or rotated by management staff.

4.11.1. *Special Compensation Reportability*—To the extent permitted by law, hazardous waste inspection assignment pay shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(4) and 571.1(b)(3).

4.12. *Overtime Pay*—This section applies to non-exempt employees.

4.12.1. *Overtime Defined*—Overtime work is authorized work in excess of a full-time employee's normal work schedule. For part-time employees, overtime work is authorized work in excess of forty (40) hours in one workweek. Paid leave hours shall be considered as hours worked for the purposes of overtime pay.

4.12.2. *Overtime Records*—Records of overtime worked shall be maintained in accordance with procedures established by the department head.

4.12.3. *Minimum Overtime*—No form of overtime payment shall be made where overtime worked prior to the beginning of an employee's normal work period or following completion of an employee's normal work period is less than 12-minutes duration.

4.12.4. *Overtime Compensation Rate*—Each employee shall be compensated for overtime worked or fractions thereof, at 1.5 times the employee's enhanced hourly rate of pay as the overtime hourly rate. All overtime hours worked beyond fourteen (14) consecutive hours (excluding meal breaks) shall be compensated at 2 times the employee's enhanced hourly rate of pay.

4.12.5. *Compensatory Time*—Employees may, at their option, receive pay for such overtime hours or may accumulate compensatory time at the rate of 1.5 times to an equivalent maximum of 80 hours in lieu of pay for such overtime, and take the overtime as compensable time off. However, anyone wishing to use compensatory time as leave must give 3 days' notice of the desire for such time off and the time off must be taken under such conditions as will not interfere with the minimum staffing and continued function of their particular department or operation.

4.12.6. *Call-back Rate (This section does not apply to Communications Center employees unless they are being called in on their regular day off.)*—An employee who is not physically on the City's premises and who is called to work at a time which is not the employee's normally scheduled time shall be paid a minimum of 3 hours for each call back occurrence. Call back time commences with the time the employee reports to work and concludes when the employee is released from the assigned work or the beginning of the employee's subsequent normally scheduled work shift, whichever occurs first. If the employee is on the City's premises at the time the employee is called back to work, the employee shall be entitled to overtime for time actually worked, but will not be entitled to a guaranteed 3-hour minimum.

4.12.7. *Training Time*—An employee who works in excess of the normal workweek as the result of attending training sessions required by the department head, shall be compensated at 1.5 times the employee's enhanced hourly rate of pay for time spent in such training sessions that exceeds the normal workweek.

4.12.8. *Court Appearance Time*—An employee who is required to appear in court in an official capacity, shall be compensated at the rate of 1.5 times the employee's enhanced hourly rate of pay for time spent in such court appearances when the court appearance does not occur during the employee's normally scheduled hours of work.

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- 4.12.8.1. *Minimum Time for Court Appearance on Scheduled Workday*—An employee who is required to appear in court in an official capacity at a time not during the employee's regularly scheduled work hours but is on a day the employee is scheduled or has volunteered to work, shall receive a minimum of 3 hours of overtime compensation for such a court appearance.
- 4.12.8.2. *Minimum Time for Court Appearance on Non-scheduled Workday*—An employee who is required to appear in court in an official capacity at a time not during the employee's regularly scheduled hours of work nor is it on a day that the employee is scheduled or has volunteered to work, shall receive a minimum of 4 hours of overtime compensation for such a court appearance.
- 4.12.9. *Overtime Assignments in the Communication Center*—The department head shall make such scheduled and non-scheduled overtime assignments as are necessary to the effective operations of the communications center. The department head will use the following guidelines in making overtime assignments:
- 4.12.9.1. *Overtime Assignments*—In cases of overtime resulting from unscheduled absences of less than 72 hours' notice, the department may fill the overtime shift with per diem employees or any employee readily available to cover the overtime shift.
- 4.12.9.2. *Overtime Bidding*—In the case of scheduled overtime shifts, employees shall be allowed to bid for overtime assignments by seniority, on a voluntary basis.
- 4.12.9.3. *Per-diem Sign-ups*—Per-diem employees may fill any overtime hours that are not filled by voluntary sign-ups of regular City employees.
- 4.12.9.4. *Mandatory Overtime*—If the overtime assignments cannot be filled by voluntary sign-ups or by per diem employees, employees will be assigned to fill the overtime on a mandatory basis.
- 4.13. *Communications Center Compensatory Time Off in Lieu of Paid Overtime*—Each employee may accumulate up to a maximum of 100 hours of compensatory time at any given time, in lieu of employee receiving pay for overtime worked. Compensatory time shall be earned on the basis of 1.5 times the number of overtime hours worked and all compensatory time off shall be requested and scheduled in accordance with the rules and regulations prescribed by the department head.
- 4.14. *Compensatory Time Cash-out*—Employees shall not be permitted to cash out compensatory time except as provided by law.
- 4.15. *Dispatcher Education Incentive*—This educational incentive is available only for communication center employees. It is the employee's responsibility to submit written verification and notification to the employee's department head requesting the Education Incentive and it will not be retroactive if the written notice has not been submitted and received in compliance with departmental policy.
- 4.15.1. *Associate Degree*—An employee who has completed 2-full years of employment and who has an Associate degree or higher in any field or 60-accredited units in any field or a field related to the employee's position shall be compensated at 2.5% above the employee's base hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of this memorandum.

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- 4.15.2. *Bachelor's Degree*—Effective 7/1/2000, an employee who has completed 2-full years of employment and who has a bachelor's degree or higher in any field shall be compensated at 5% above the employee's base hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of this memorandum. In no case, shall an employee be eligible to receive more than 5% education incentive.
- 4.15.3. *Special Compensation Reportability*—To the extent permitted by law, education incentive shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(2) and 571.1(b)(2).
- 4.16. *Dispatcher POST Certification Incentive*—
- 4.16.1. *Intermediate or Advanced POST Certificate*—An employee who has successfully completed probation and who possesses an Intermediate or Advanced Police Officer's Standards and Training (POST) Public Safety Dispatcher certificate shall be compensated at a rate 1% of the employee's base hourly rate for an Intermediate certificate or 2.5% for an Advanced certificate.
- 4.16.2. *Eligibility and Written Notification*—It is the employee's responsibility to submit written notification to the Police Department's Training Manager, upon the date of eligibility, requesting the education or certification incentive. The employee will not be entitled to retroactive pay if the written notice has not been submitted and/or received as in compliance with POST certification requirements.
- 4.16.3. *Special Compensation Reportability*—To the extent permitted by law, POST certification incentive shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(2) and 571.1(b)(2).
- 4.17. *Communications Center Special Assignment Incentive*—A communications center employee who is assigned by the department head to the Police Records Division, Warrants or Training shall be compensated at 5% above the employee's base hourly rate of pay for which the employee otherwise qualifies for the duration of the special assignment. Employees assigned to training while on Warrants assignment shall be compensated at 10% above the employee's base hourly rate of pay.
- 4.17.1. *Special Compensation Reportability*—To the extent permitted by law, special assignment incentive shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(4) and 571.1(b)(3).
- 4.18. *Uniforms*—Except for employees who are New Members as defined by PEPR, the monetary value for the purchase of uniforms and the maintenance through the City-contracted uniform company is reportable to PERS as special compensation. This excludes items that are for personal health and safety such as protective garments and safety shoes.
- 4.19. *Night Shift Differential*—Employees routinely and consistently scheduled to work a shift starting at 3 pm or later and ending at 11:00 pm or later, or a shift starting at 3:00 am or earlier, shall receive compensation at a rate of 5% of base hourly rate for the duration of their shift. The City will not schedule employees' start and stop times for the purpose of avoiding paying shift differential payment. Employees assigned to work overtime on a shift eligible for night shift differential shall be eligible for night shift differential compensation for such overtime hours worked as follows:
- 4.19.1. *Full Shift*—Night shift differential shall be paid on overtime worked for the entire duration of a shift that ends after 11:00pm or later, or starts at 3:00am or earlier.

- 4.19.2. *Partial Shift*—Employees assigned to work overtime for a partial shift shall be paid night shift differential on overtime worked between 5:00pm and 6:00am only.
- 4.19.3. *Special Compensation Reportability*—To the extent permitted by law, night shift differential shall be reported to CalPERS as special compensation per Title 2 California Code of Regulations, sections 571(a)(4) and 571.1(b)(3).

Article 5. Health and Welfare Plans

- 5.1. *Health Insurance Benefits*—Regular employees shall be eligible to receive insurance benefits currently provided by the City through the contracts with insurance carriers or self-insurance programs. Effective 7/1/2000, part-time regular employees will be eligible to receive pro-rated health benefits.
- 5.2. *Medical Insurance*—Employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the medical plans the City has with the carriers, subject to the terms and conditions of the City's contract with the providers. Should the City determine that a change in medical plan providers is warranted, it may establish a committee, comprised of one union representatives from each bargaining unit, to assist in assessing a change in plan providers.
- 5.2.1. *Medical Insurance Plans*—Subject to the terms and conditions of the City's contracts with medical insurance carriers, employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following plans:
- Kaiser Permanente
 - Blue Shield of California
- 5.2.2. *Payment of Premiums Costs*—The City shall pay the premium cost for employees and their dependents to the insurance provider for the plan selected by each employee.
- 5.2.2.1. *Employee HMO Medical Premium Cost*—All full-time regular employees on the City's medical plans shall contribute an amount equal to 10.0% of the HMO premium cost based on plan choice and category of coverage (single, two, family). Part-time regular employees will continue to receive pro-rated health benefits and pay their share of the HMO medical premium as provided in Section 5.1.
- 5.2.2.2. *Employee Non-HMO Medical Premium Cost*—In addition to the HMO premium share, employees enrolled in more expensive plans pay the difference between the HMO rate and the other premium rates based on plan choice and coverage size (single, two, family).
- 5.2.3. *Effective Date of Coverage*—The effective date of medical insurance shall be the first of the month following the date of hire, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City. Dependent coverage shall terminate on the date prescribed by each medical insurance carrier's contract for discontinuance of dependents no longer eligible for coverage.

5.3. *Dental Insurance*—

- 5.3.1. *Core Dental Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.
- 5.3.2. *Calendar Year Maximum*—The annual benefit maximum is \$2,000.
- 5.3.3. *Orthodontia*—The lifetime orthodontia coverage is \$1,000 for eligible dependents.
- 5.3.4. *Payment of Premium Costs*—The City shall pay the premium costs for employees and their dependents to the insurance provider.
- 5.3.5. *Effective Date of Coverage*—Coverage is effective on the first day of the month following the first day of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date, . Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.3.6. *Buy-up Dental Plan*—Subject to the terms and conditions of the City’s contract with the provider, employees may participate in an enhanced dental plan by paying the additional coverage costs over the core dental plan.

5.4. *Vision Insurance*—

- 5.4.1. *Available Plan*—Employees and their dependents shall be provided vision insurance, subject to the terms and conditions of the City’s contract with the provider. The provided plan is Vision Service Plan, Plan B, with a \$10 co-pay.
- 5.4.2. *Payment of Premium Costs*—The City shall pay the premium costs for employees and their dependents to the insurance provider.
- 5.4.3. *Effective Date of Coverage*—Coverage is effective on the first day of the month following the first date of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date.. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.5. *Discretionary Benefit Option*—An employee may elect to receive deferred compensation monies and to have the City pay \$550 per month into the employee's deferred compensation account in lieu of medical, dental, and vision benefits. If an employee exceeds the deferred compensation annual maximum contribution limit, any remaining City contributions will be made the employee’s Medical After Retirement Account (MARA).

- 5.5.1. *Proof of Alternate Insurance*—The employee must provide proof of alternate medical insurance and will be held responsible for maintaining own medical insurance benefits through the alternate source.
- 5.5.2. *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may rejoin the City’s health plans once each year during the open enrollment or at another time during the year provided the employee has a qualifying event and submits requisite paperwork within 30 days of the qualifying event.
- 5.5.3. *Reopener*—If the City proposes to change its contribution to employee 457 deferred compensation accounts as the Discretionary Benefit Option, the parties agree to re-open negotiations limited to that subject.

5.6. *Life Insurance and Accidental Death and Dismemberment Insurance*—

- 5.6.1. *Term Life Value*—Subject to the terms and conditions of the City’s contract with the provider, the Term Life Insurance for employees has a face value of \$50,000.
- 5.6.2. *AD&D Value*—Subject to the terms and conditions of the City’s contract with the provider, Accidental Death and Dismemberment Insurance available for employees has a maximum benefit value of \$50,000.
- 5.6.3. *Payment of Premium Costs*—The City shall pay the premium costs for employees to the insurance provider.
- 5.6.4. *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.
- 5.6.5. *Supplemental Life Insurance*—Subject to the terms and conditions of the City’s contract with the provider, employees may purchase supplemental life insurance at their own cost through the City’s life insurance plan.
- 5.7. *Disability Insurance Program*—Subject to the terms and conditions of the City’s contract with the provider, only full-time employees shall be provided Short-term Disability (STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss. Employees may supplement short-term and long-term disability with vacation leave, sick leave, or comp time.
 - 5.7.1. *Short-term Disability*—After a 20-calendar day waiting period, an employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefit begins.
 - 5.7.2. *Long-term Disability*—After a 90-calendar day waiting period, an employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.
 - 5.7.3. *Payment of Premium Costs*—The City shall pay the premium costs for medical, dental, vision, and life insurance for employees to the insurance providers.
 - 5.7.4. *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.
- 5.8. *Retirement Plans*—Retirement benefits shall be those established for miscellaneous employees by the Federal Social Security Act providing Old Age and Survivor’s Insurance and the Public Employees’ Retirement System (PERS).
 - 5.8.1. *PERS Miscellaneous Retirement Formula*—
 - 5.8.1.1. *2.7% at Age 55*—Classic Members as defined by CalPERS who were hired before April 24, 2010, will be provided a retirement benefit formula of 2.7% at age 55 with one-year final compensation.
 - 5.8.1.2. *2% at Age 60*—Classic Members as defined by CalPERS who were hired on or after April 24, 2010, will be provided a retirement benefit formula of 2% at age 60 with 3-year final compensation.
 - 5.8.1.3. *2% at Age 62*—New Members as defined by PEPRA who are hired on or after January 1, 2013, will be provided a retirement benefit formula of 2% at age 62 with 3-year final compensation.

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- 5.8.2. *Employee Contributions to Retirement System*—The rate prescribed by the Social Security Act for employee contributions shall be deducted from the pay by the City and forwarded to the system in accordance with the rules and regulations governing such employee contributions. The PERS amount is 8% of reportable income as defined by PERL for the Miscellaneous Classic Employees in the 2.7% at Age 55 tier, and 7% for Miscellaneous Classic Employees in the 2% at Age 60 tier. New Members as defined by PEPRA (2% at Age 62) contribute 50% of normal cost in accordance with the rules and regulations governing such contributions.
- 5.8.3. *Optional Provisions Added*—An employee who has served in the military may be eligible for Military Service Credit, as authorized by the Government Code.
- 5.8.4. *Dispatch Retirement Legislation*—Provide for “safety” category retirement program changes for communication dispatchers if PERS legislation is enacted.
- 5.9. *Section 457 Deferred Compensation Plan*—Employees are eligible, subject to the terms and conditions thereof, to participate in the Deferred Compensation Plans available to City employees.
- 5.9.1. All new hires will be automatically enrolled in the deferred compensation plan and will begin savings contributions in the pre-tax 457 plan after 30 days of employment, unless the employee makes an election not to participate, or to contribute a different amount. New hires may waive or opt out of automatic enrollment before the first payroll deduction by providing Human Resources with written notice of their desire to not contribute to the plan. The default deferral percentage shall be 1%.
- 5.10. *Section 125 Plan*—Based on the terms and conditions of the City’s plan, each employee may participate in the IRS-defined section 125 plan. Effective 7/1/2000 part-time regular employees are eligible to participate in this benefit.
- 5.10.1. *Premium Contribution*—Participants may pay premium contributions for employee and/or dependent coverage under the City's health care coverage plan(s) on a pre-tax basis.
- 5.10.2. *Health Care Reimbursement*—This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan.
- 5.10.3. *Dependent Care Reimbursement*—This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan.
- 5.11. *Deceased Employee Benefits*—The City will provide up to 1 year of City-paid medical coverage to the spouse of an active employee who dies.
- 5.11.1. *City-provided Retiree Spouse Benefit*—The City will provide up to 2 months of City-paid medical coverage to the spouse of a retired employee upon the retiree’s death.
- 5.11.2. *Spouse-paid Benefit*—The City will allow the spouse of a deceased employee or retiree the option to purchase medical insurance from a City-provided medical, dental, or vision plan at the City’s premium rate, provided that the employee/retiree and spouse were be enrolled in the health plan prior to retirement; there is no cost to the City; the health provider does not require a City contribution; and the City is held harmless if the coverage is discontinued.
- 5.12. *Payment of Unused Accumulated Sick Leave*—
- 5.12.1. *Eligibility*—Upon death, receipt of a disability retirement, or concurrent full service retirement with CalPERS and the City with a minimum ten years of continuous City

- employment at the time of retirement, an employee shall be paid for half of the accumulated sick leave at the time of disability or service retirement, or death.
- 5.12.2. *Rate Payable*—Payment of unused accumulated sick leave hours for eligible employees shall be made at the employee's enhanced hourly rate of pay.
- 5.12.3. *Time of Payment*—Payment may be made at the time of an employee's separation or may be deferred to the first payroll period in the calendar year immediately following, at the option of the payee.
- 5.12.4. *Hours Payable*—An eligible employee shall receive payment for 50% of the unused sick leave hours on record, up to a maximum of 1,200 recorded hours with a payable amount of no more than 600 hours.
- 5.13. *Retired Employee Health Benefits*—
- 5.13.1. *Group Medical Insurance for Qualifying Retirees*—An employee who was hired on or prior to April 24, 2010, may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City's group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The monthly contribution that the City will make for retiree medical insurance pursuant to this provision equals the monthly premium for single retiree medical HMO coverage, or single retiree group Medicare plan coverage, if Medicare eligible. Retirees will be required to pay any additional costs in order to receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents. Former part-time employees eligible for this benefit will receive a pro-rated retiree medical contribution based on the average budgeted hours of their former position during their final two years of City service. A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that un-retires from CalPERS and returns to active service with a CalPERS covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.
- 5.13.2. *Medical After Retirement Account (MARA)*—An employee who was hired after April 24, 2010, will not be eligible to participate in the Retiree Medical Insurance program described in 5.14.1. Instead, the City will contribute one and one-half percent (1.5%) of such an employee's base salary toward a Medical after Retirement Account (e.g., VEBA or similar City-sponsored plan).
- 5.13.3. *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement and be eligible for Group Medical Insurance as provided for in Article 5.13.1. The retiree bears the full premium costs for themselves and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.
- 5.13.4. *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored vision insurance if the employee is enrolled in the

City's group vision plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement and be eligible for Group Medical Insurance as provided for in Article 5.13.1. . The retiree bears the full premium costs for themselves and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.

- 5.14. *Medical After Retirement Account (MARA)*—Employees are eligible to participate in the MARA plan. to the extent permitted under the existing MARA Plan policy.

Article 6. Hours of Work and Work Schedules

- 6.1. *FLSA Work Period*—The FLSA standard work period is a seven-day work week that begins at 12:01 am Friday and ends at 12:00 midnight the following Thursday. Any exceptions to this work period will be documented and maintained on a list shared between the Human Resources Department and the Union. Nothing in this provision is intended to affect the right of any employee to overtime pursuant to the terms of this MOU.
- 6.2. *Normal Workweek*—The typical full-time regular workweek shall consist of 5-consecutive 8-hour days. In the Library, workdays may not be consecutive.
- 6.3. *Normal Workday*—Eight-consecutive hours of work shall constitute a full-time regular work shift except that they may be interrupted by a meal break. All employees shall be scheduled to work on a regular work shift; and each work shift shall have a regular starting and quitting time.
- 6.4. *Meal Periods*—Except for employees in continuous operations, employees will be granted a 30-minute unpaid meal period at the approximate mid-point of the work shift.
- 6.5. *Rest Breaks*—Except for employees assigned to continuous operations, one paid rest/break period of up to 15 minutes shall be provided for each four-hour work period of an employee's shift. Rest periods shall be taken at the job site unless another location is approved by the supervisor. Rest breaks shall not be combined with meal periods except with prior approval by the supervisor.
- 6.6. *Clean-up Period for Maintenance Services Employees*—In addition, the maintenance employees will receive a paid 10-minute clean-up period for a combined total of 40 minutes, including travel. The morning and afternoon break periods of 15 minutes each will be taken at the job site unless another location is approved by the supervisor.
- 6.7. *Work Schedule*—Work schedules showing the employee's shifts, workdays, and hours shall be posted on the employee bulletin boards or at their service desk at all times. Work assignments and shift changes will be made at the beginning of the week during which a shift change is required, except in emergencies or if the affected employee agrees to such a change at another time during the regularly assigned work shift. The typical work week is Monday through Friday, except in the library where the work week is Friday through Thursday.
- 6.8. *Alternate Workweek Schedules*—For the purposes of the Library and for those departments continuously operating, or with hours of business that are open more than a normal business day, or for employees who work alternate workweeks, those employees shall work a schedule that is consistent with those hours.

- 6.9. *Flexible Schedules*—Upon the approval of the department head, an employee may arrange to work a flexible work schedule. This schedule may provide for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and it must not exceed 80 hours in a pay period or, for FLSA purposes, more than 40 hours in a 7-day consecutive work period.
- 6.10. *Schedule Changes*—Except for situations where the City determines an emergency exists, changes in work schedules shall not be made until the employee and representative have been given reasonable opportunity to discuss said changes with the appropriate management representatives.
- 6.11. *Work Schedules in the Communications Center*—
- 6.11.1. *Communication Center Work Schedules*—The department head shall schedule employees' workdays and workweeks, including shift assignments as necessary.
- 6.11.2. *Changes to Scheduled Workdays and Workweek*—The City shall meet and confer, but not necessarily agree, with the Union on any proposed changes to the length of the workday or the numbers of days per week employees are normally scheduled to work.
- 6.11.3. *Meal and Rest Periods*—
- 6.11.3.1. *Meal Breaks*—An employee will be granted a meal break away from the workstation of 30-minutes duration, provided that sufficient coverage of the workstation is available. In the event sufficient coverage is not available, meal breaks shall be taken within the job site. Employee's time on authorized meal breaks shall be considered as time worked.
- 6.11.3.2. *Rest Periods*—Employees may take an informal up to a 15-minute rest break within the workstation. Breaks shall be scheduled and taken while sufficient coverage is available. Employee's time on such rest breaks shall be considered as time worked. The department will provide a rest break when a unit member has served an additional half shift of overtime, provided that staff is reasonably available to cover the break period.
- 6.11.3.3. *Meal and Rest Periods Combined*—Provided that sufficient coverage of the workstation is available among dispatchers and supervising dispatchers, an employee may be allowed to combine the 15-minute rest break with the meal break, for a total 45-minute meal break.
- 6.11.4. *Shift Assignments*—The department head shall assign employees to shifts as necessary for the effective operations of the Communication Center.
- 6.11.5. *Temporary Assignments*—The department head may temporarily reassign an employee to another shift when it is necessary to accommodate temporary employee shortages. Employees shall be provided 14 days advanced notice of a shift reassignment, provided that the need for coverage is foreseeable. In the event of an unforeseeable need to temporarily reassign shifts in order to provide sufficient staffing to maintain operations, employees shall be provided with as much advanced notice as possible.
- 6.11.6. *Shift Seniority*—Every 6 months or 1 year by mutual agreement, communications dispatchers will be allowed to select a shift based upon seniority within rank.

- 6.11.7. *Shift Bids*—The shift bid shall be published by October 1 each year, and the shift bid shall be completed by November 15 of each year for shift assignments to become effective in January. The shifts shall be bid in seniority order. When bidding on shifts for six months, employees shall be allowed to bid for their preferred shift assignments no later than November 15 to become effective in January. Seniority within classification will be given priority in assigning employees their preferred shifts, provided that the operating needs of the communication center have been reasonably met. The shift schedules to become effective in January will normally be posted 4-calendar weeks prior to becoming effective.
- 6.11.8. *Shift Rotation*—Unit members shall be allowed to select from the same shift group, provided that employees selecting from the same shift group for more than three consecutive 6-month periods will not select the same shift within the same shift group at the next shift bid opportunity. The groups as defined, are day shifts, swing shifts, and night shifts. The supervising communications dispatchers will also select shifts in the same ratio as the available shifts, working up to three consecutive 6-month periods on one of the two shifts available to them before they must work one 6-month period on another shift.
- 6.11.9. *Dispatcher Staffing*—
- 6.11.9.1. *Dispatch Schedule*—It is the intention of the parties to maintain a dispatch schedule during this contract which takes into consideration the following conditions:
- minimum staffing must be met at all times;
 - the schedule shall not have built-in overtime hours;
 - the goal is to schedule Dispatchers four 10-hour days; and
 - the FLSA work period will be modified as needed in order to ensure that FLSA overtime is not unintentionally created, and the parties will review and revise FLSA work periods whenever a change to the schedule occurs in order to prevent the creation of FLSA overtime when not intended.

Article 7. Leaves

- 7.1. *Holidays*—Part-time regular employees receive this holiday benefit on a pro-rated basis.
- 7.1.1. *Discretionary Holiday*—Each regular employee shall be eligible for one 8-hour holiday in addition to the holidays observed by the City. Part-time regular employees receive this benefit on a pro-rated basis. The discretionary holiday accrues in the first pay period of each calendar year. Once accrued, this discretionary holiday should be used before vacation leave. An employee who has not used the discretionary holiday by the last day of the last pay period in the calendar year shall forfeit the receipt of compensated time or pay for the holiday for that calendar year.
- 7.1.2. *Observed Holidays*—
- 7.1.2.1. *Full-day Holidays*—The City shall observe the following full-day holidays.
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|--------------------------------|-----------------------------|
| January 1 st | New Year's Day |
| Third Monday in January | Martin Luther King, Jr. Day |
| Third Monday in February | President's Day |

Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People's Day
November 11 th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November	Day After Thanksgiving
December 25 th	Christmas Day

7.1.2.2. *Half-day Holidays*—In addition, the City observes the following half-day holidays.

December 24 th	Christmas Eve Day
December 31 st	New Year's Eve Day

7.1.2.3. *Day of Holiday Observation*—Holidays which fall on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the previous Friday. Half-day holidays shall be observed on the workday immediately previous to the day Christmas Day and New Year's Day are observed.

7.1.3. *Holiday Compensation in the Communications Center*—Employees who are not scheduled to work on a holiday shall receive eight hours holiday pay for a full-day holiday and four hours holiday pay for a half-day holiday. Employees that work a holiday shall receive holiday pay in the form of one straight-time hour of pay for every hour they work on the holiday, in addition to regular or overtime pay for hours worked. However, in no event shall an employee receive less than eight hours of holiday pay for a full-day holiday, or less than 4 hours for a half-day holiday.

For purposes of this Article only, the holidays of Juneteenth, July 4, Veteran's day, Christmas Eve, Christmas day, New Year's Eve, and New Year's day shall be considered paid holidays on the actual day of the holiday, not the day the City observes the holiday. For example, if July 4 falls on a Saturday, employees shall receive additional holiday pay for working on Saturday.

Holiday pay for hours worked shall be in effect from 12:00 am to 11:59 pm (0000-2359) on full day holidays and from 12:00 pm to 11:59 pm (1200-2359) for half day holidays.

- Example 1: Employee works a regular 10-hour shift starting at 7 am and ending at 5 pm on December 25: 10 regular hours plus 10 hours of holiday pay.
- Example 2: Employee works a regular 10-hour shift starting at 7 am and ending at 5 pm on December 24: 10 regular hours plus 5 hours of holiday pay (inclusive of 5 hours worked on actual Holiday).
- Example 3: Employee works a regular 10-hour shift starting at 7 am and ending at 5 pm on December 24, and works 4 hours of overtime from 5 pm to 9 pm: 10 regular hours, plus 4 overtime hours, plus 9 hours of holiday pay (9 hours worked on actual holiday).

- Example 4: Employee works a regular 10-hour shift starting at 7 am and ending at 5 pm on December 25, and works 4 hours of overtime from 5 pm to 9 pm: 10 hours of regular pay, 4 hours of overtime pay, plus 14 hours holiday pay (14 hours worked on actual holiday).

7.1.4. *Holiday Eligibility*—Employees who are on paid status the entire day before and the entire day after a holiday shall be eligible to receive holiday compensation with the holiday time considered as hours worked. A new employee who is not on regular paid status for the entire pay period during which a holiday occurs shall not be eligible for holiday compensation during that pay period. Employees on long-term disability are not eligible for holiday compensation. Part-time regular employees do not receive paid vacation leave; therefore, part-time regular employees on pre-approved leave without pay for vacation purposes may receive holiday pay during the unpaid vacation leave.

7.1.5. *Day of National Mourning or Celebration*—In addition, the City may observe any other day of national mourning or celebration, provided that it has been proclaimed by the City Council and provided that the council directs the closure of City offices for public service. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day in which the council proclaims such a holiday.

7.1.6. *Holiday Compensation for Employees on Injury or Illness or Sick Leave*—An employee who is scheduled to work on the day immediately prior to a holiday, on the actual day of a holiday, or the day immediately following a holiday who does not report for duty as scheduled due to personal injury or illness or sick leave shall submit such verification or certification of illness or injury as is satisfactory to the department head prior to receiving compensation for the holiday.

7.2. *Vacation*—All full-time regular employees shall be eligible to earn and be granted vacation leave.

7.2.1. *Vacation Accrual Rates*—Each full-time and part-time employee shall accrue vacation hours in accordance with the following accrual rate schedule.

<i>Length of Service</i>	<i>Pay period</i>	<i>Accrual Rate</i>	<i>Annual Rate</i>
1 st through 4 th years.....	4.62 hours.....		15 days
5 th through 14 th years	6.16 hours.....		20 days
15 th through 24 th years	7.69 hours.....		25 days
25 th and succeeding years	9.23 hours.....		30 days

7.2.2. *Vacation Accrual Rates for Part-Time Employees*—Each part-time employee shall accrue vacation hours on a pro-rated basis, based on the employee's regular scheduled hours as a percentage of a full-time schedule.

7.2.3. *Vacation Scheduling*—The times during the year at which an employee shall take a vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. Employees shall request vacation at least three days in advance.

7.2.3.1. *Communications Center Vacation Scheduling*—The department head shall schedule vacation periods during which employees shall take vacation time for which they are eligible. Employees shall be allowed to bid for their preferred

vacation periods by seniority within classification. Absent approval of the department head, no more than two communications dispatchers and one supervising communications dispatcher may be on planned absences such as vacation, compensatory time, or discretionary holiday at the same time.

7.2.4. *Maximum Vacation Accumulation*—

Employees may not accumulate more than two times their annual accrual amount of vacation hours. Once an employee has accumulated two times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap.

7.2.4.1. *Vacation Cap Appeal*—If an employee is continually denied vacation or pre-scheduled vacation is cancelled, the employee may submit documentation for review by Human Resources on a case-by-case basis for resolution based on the following criteria:

- The employee has signed documentation that the vacation was approved and then cancelled at a later date.
- The employee has multiple (3 or more) documented vacation denials that are not for prime vacation periods (i.e., Thanksgiving, Christmas, New Year's, Independence Day, etc.) and are not short notice requests (less than 30 calendar days).

7.2.5. *Vacation Cash-Out*—Employees shall be allowed to cash out up to 40 hours of unused accrued vacation per calendar year with the following provisions:

- Employees must have completed a minimum of one year of service.
- Employees must maintain a minimum of 80 hours of accrued vacation hours in their vacation bank.
- Vacation hours shall be compensated at the employee's enhanced rate of pay as of the date of the cash out.
- Employees must complete an irrevocable election form and submit the completed form to the Human Resources Department no later than December 15 of the calendar year prior to the year of the desired cash out. Only time accrued during the calendar year following the irrevocable election may be cashed out.
- Time may be paid out twice annually in May and November as long as employees have submitted an irrevocable election form in the prior year.

7.2.6. *Vacation Compensation*—An employee who retires or separates from City employment shall be compensated at the employee's enhanced rate of pay for all compensable vacation leave on record at the time of separation.

7.3. *Notification Procedures*—Leave usage forms and notification procedures will be used. For all discretionary leaves, such as vacation, discretionary holiday, or compensatory time, an employee who is absent from work shall, as determined by departmental policy, notify the immediate supervisor or such other person as may be designated. For other such leaves, the employee shall notify the immediate supervisor or such other person as may be designated at the earliest possible time that the employee is aware of the absence. The City reserves the right to confirm or verify use of leaves.

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- 7.4. *Bereavement Leave*—Each regular employee shall be granted five days of unpaid leave for bereavement in accordance with State Law and the City Administrative Instruction Section VI No. 40. Each employee may take paid leave without for the death or for purpose of attending the funeral of any member of their immediate family, as defined below. Part-time regular employees will be eligible for this leave on a pro-rated basis.
- 7.4.1. *Leave Amounts*—
- 7.4.1.1. *Leave Within California*—An employee may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or funeral of a family member within California. The employee may use vacation leave, sick leave, and/or compensatory time to supplement their bereavement leave, so that the employee can take up to 5 full daily shifts of leave for the death or funeral of a family member within California.
- 7.4.1.2. *Leave Outside California*—An employee may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or funeral of a family member outside of California. If an employee's daily work schedule is more than 8 hours per day, the employee may use vacation leave, sick leave, and/or compensatory time to supplement their bereavement leave, so that the employee can take up to 5 full daily shifts of leave for the death or funeral of a family member outside of California.
- 7.4.2. *Definition of Immediate Family for Bereavement Leave*—As used herein for bereavement leave, immediate family is defined as spouse, registered domestic partner with State of California, child, parent, sibling, grandparent, parent-in-law, sibling in-law, child-in-law, , or a person identified as a "designated person" for the purpose of protected sick leave pursuant to Article 7.5.6 the death
- 7.4.3. *Reproductive Loss Leave* – Each regular employee shall be granted five days of unpaid leave for reproductive loss in accordance with State and Federal law. Employees may utilize accrued sick leave, vacation leave, and/or compensatory time to receive pay for otherwise unpaid leave. Where applicable, such leave shall run concurrently with FMLA/CFRA/PDL.
- 7.5. *Sick Leave*—An employee who is ill or injured, or is entitled to use sick leave for other purposes as required by law, is entitled to paid sick leave as follows:
- 7.5.1. *Sick Leave Accrual Rate*—Each full-time regular employee shall accrue sick leave hours at the rate of 3.69 hours per pay period up to a maximum accrual of 1,350 hours. An employee who worked less than full-time during the pay period shall be credited with sick leave on a pro-rated basis for all paid time during the pay period. Sick leave for part-time regular employees is prorated.
- 7.5.2. *Sick Leave Request*—An employee shall prepare and present a request for paid sick leave on each occurrence of sick leave on such forms and in accordance with such policies and procedures established for sick leave requests by the department head.
- 7.5.3. *Approval of Sick Leave Requests*—The department head shall review all sick leave requests and, if approved, the employee's request for paid sick leave shall be granted. The department head shall not unreasonably withhold approval of an employee's sick leave request.
- 7.5.4. *Verification of Injury or Illness*—A doctor's note of the injury or illness is the verification that is prepared and signed by a doctor or licensed health care practitioner

verifying the need for the employee to be off work and/or confirming that the employee has recovered sufficiently to assume light duty or is able to perform regular work without restrictions. After an employee has used the greater of 24 hours or three days of sick leave in a calendar year, the City may require doctor's verification of injury or illness if the City has a reasonable belief that the sick leave has been abused by the employee.

7.5.5. *Maximum Paid Sick Leave Time*—All leave taken and approved shall be provided to an employee without loss of pay or benefits provided that the employee has sufficient unused accumulated sick leave. An employee who has insufficient unused sick leave hours on record to use for the purposes prescribed may request the use of other paid leave balances or leave without pay. The department head may approve the use of other paid leave hours or leave of absence without pay in lieu of such leave by an employee for such purposes.

7.5.6. *Protected Sick Leave Pursuant to Labor Code 233*, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the following purposes:

- the diagnosis, care, or treatment of an existing health condition of, or preventative care for, themselves;
- the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's child (regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent, grandchild, sibling, and parent of the employee's spouse, registered domestic partner, or a designated person (one person may be designated for any 12-month period); and
- If the employee is a victim of domestic violence, sexual assault, or stalking, to obtain any relief to help ensure the health, safety or welfare of the employee or his or her child.

7.6 *Medical Appointment Leave*—A full-time regular employee may be granted leave without loss of salary or benefits for the purpose of going to appointments with health care practitioners or dentists in instances where the employee can demonstrate that the appointment could not have been reasonably scheduled to occur at a non-work time of the employee. Medical appointment leave will be charged on a calendar-year basis. Effective 7/1/2000, part-time regular employees will receive this benefit on a pro-rated, non-retroactive basis.

7.6.7. *Approval*—An employee requesting such paid leave shall receive department head approval prior to the leave commencing. Medical appointment leave shall be authorized only for that period of time necessary to provide reasonable travel time to and from the appointment and the actual time required for the appointment.

7.6.8. *Affidavit of Leave*—The employee requesting such leave shall submit a sick leave request form describing the need for the appointment.

7.6.9. *Leave Confirmation*—The City reserves the right to confirm or verify any appointment for which such leave is authorized.

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- 7.6.10. *Medical Appointment Leave Charged to Sick Leave*—Absences of the first 8 hours per calendar year will not be charged to sick leave; the remainder of any leave used for medical appointment purposes will be charged to sick leave.
- 7.6.11. *Scheduling Medical Appointments*—Employees should reasonably attempt to schedule appointments with health care practitioners or dentists when such appointments can occur outside of work hours.
- 7.7. *Industrial Injury Leave*—An employee who is temporarily and/or partially disabled from performing work as the result of an injury or illness that has been determined to be industrially caused and necessitates the employee's absence from work shall be entitled to receive the following benefits:
- 7.7.1. *Industrial Injury or Illness Leave Amounts*—Employees shall be eligible to receive paid industrial injury or illness leave for all time the employee is normally scheduled to work but is unable to work during a 90-calendar day period following the date upon which the injury or illness caused the period of temporary and/or partial disability and necessitated the employee's absence from work.
- 7.7.2. *Workers' Compensation Benefits*—Employees shall be eligible to receive workers' compensation disability benefits in accordance with the State of California workers' compensation laws. An employee who is receiving paid industrial injury or illness leave shall assign to the City all workers' compensation insurance proceeds received by the employee for all of the time for which the employee also received paid leave from the City. Employees may supplement worker's compensation disability benefits with accumulated or unused sick leave, vacation leave, and/or compensatory hours to receive the equivalent of their full weekly pay.,
- 7.7.3. *Credit for City Reimbursement*—In the event that the City receives third party reimbursement for benefits paid to an employee, the City will credit the employee's sick leave, compensatory time, and/or vacation leave balances with full or partial credits consistent with the conditions of the third-party reimbursement.
- 7.8. *Military Leave*—Military leave shall be granted in accordance with the provisions of applicable state and federal laws. All employees legally entitled to military leave shall provide the department head with the information, within the limits of military orders or regulations, to determine when such leave shall be taken. The department head may modify the employee's work schedule to accommodate the requirements applying to the leave.
- 7.9. *Maternity/Paternity and Child Bonding Leave*—An employee will be granted leave in accordance with applicable Federal and State laws.
- 7.10. *Paid Family Leave*— Subject to the terms and conditions of the City's contract with the provider, full-time employees shall be provided a paid leave benefit to provide partial wage replacement for up to eight (8) weeks for the purposes of caring for a seriously ill family member, bonding with a newly born child, adopted child, or fostered child, or to attend to a qualifying exigency related to covered active military duty of a family member. The Paid Family Leave benefit calculation shall be equivalent to 60% of base weekly salary up to a weekly maximum of \$1,620. Employees may supplement Paid Family Leave with vacation, sick leave or comp time.
- 7.11. *Unpaid Leave of Absence*—The City may grant an employee in a permanent position a leave of absence without pay not to exceed 1 year. A request for the leave and the reason

therefore shall be submitted in writing and must be approved by the department head and the City Manager.

7.11.1. *Reinstatement Upon Return From Leave*—Upon expiration of the approved leave, the employee shall be reinstated to the former position without loss of service credits or benefits (subject to the terms of the contracts with the benefit providers) accrued prior to said leave. However, during the period of the leave, the employee shall not accumulate service credits, nor shall the City continue contributions toward group insurance or the retirement plan.

7.11.2. *Failing to Return from Leave*—Failure on the part of the employee to return to work on the date scheduled shall be considered job abandonment.

Article 8. Modified-duty Program

8.1. *Modified-duty Program*—Modified duty is an accommodation to the work requirements for an individual with physical restrictions.

8.1.1. *Purpose*—The purpose of this modified-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Modified-duty assignments will be structured so that employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Modified-duty assignments will not be made unless the employee receives medical clearance from the treating physician to return for modified duty. This program shall be coordinated with applicable workers' compensation benefits so that benefits are provided at the level not less than mandated by state law. The City will strive to make modified duty available where reasonable and safe.

8.1.2. *Coverage*—This modified-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness.

8.1.3. *Determination/Required Reports*—

8.1.3.1. *Assignments*—Modified-duty assignments may be made following evaluation and determination by the department head. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determinations will also be based on the needs of the City and the impact of modified duty on departmental operations. The evaluation and determination of modified-duty assignments will be based on the employee's medical restrictions and upon agreement of the department head, the employee, and the affected supervisor.

8.1.3.2. *Medical Updates*—Updated medical reports shall be submitted to the department head at two-week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a modified-duty assignment has been made. Reports will be evaluated by the department head for purposes of continuing or terminating a current modified-duty assignment or to determine when to commence a modified-duty assignment.

8.2. *Modified-duty Assignment, and Restrictions*—Modified-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the modified-duty assignment be considered to be a permanent alternative position for purposes of reasonable accommodation under applicable law. Modified-duty assignments:

- May consist of reduced work hours, limited work, or any combination thereof.
- Will not adversely affect the employee's normal wage rate.
- Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department consistent with skill and ability.
- When feasible will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned modified duty during the normal office hours of 8:00 am to 5:00 pm, Monday through Friday.
- Will be developed based on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.

8.3. *Holidays/Vacations during Light-duty Assignments*—

8.3.1. *Observed Holidays*—Holidays shall be observed in accordance with the modified-duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the modified-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the modified-duty employee. Compensation for holidays shall be in accordance with this Memorandum of Understanding.

8.3.2. *Vacations*—Employees assigned to modified duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the department head, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.

8.4. *Return to Full Duty*—Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.

Article 9. Education Expense and Professional Development Program

- 9.1. *Education Expense Reimbursement Program*—An employee who takes a job-related course at an accredited institution of learning shall be eligible for the costs of tuition, fees and course materials up to \$2,000 per fiscal year upon the successful completion of the course and upon the employee achieving a grade of “C” or better, or passing for a pass/fail course. If employees incur applicable expenses under section 9.1 in excess of \$2,000 per fiscal year, the City will cover the portion of the employees’ expenses that exceed \$2,000 at a 50 percent rate, up to a total of \$5,000.
- 9.2. *Reimbursement Amount*—An employee who takes a job-related course at an accredited institution of learning shall be eligible to receive reimbursement per fiscal year for the costs of tuition, fees, and course materials. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of “Pass” or “C” or better.
- 9.3. *Qualifying for Program*—In order to qualify for reimbursement, the employee must:
 - 9.3.1. *Department Head Approval*—Prior to enrollment, the employee must receive the written approval of the department head concerning the particular course. To be approved by the department head, the department head must find that the course must be job-related after reviewing the request which briefly describes why the employees believes the course to be job-related.
 - 9.3.2. *Reimbursement Request*—Provided that the department head finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the City Manager that includes a copy of the department head’s written approval of the course, a copy of the employee’s course grade, the receipts for all course expenses, and a total amount requested for reimbursement.
 - 9.3.3. *City Manager Approval*—The City Manager shall approve the employee’s request for reimbursement provided that the employee has prepared the request in compliance with this Article.
- 9.4. *Professional Development Expense Stipend*—In each fiscal year, all bargaining unit employees shall receive \$500 for professional development. The stipend shall be used for professional reference materials, outside training, extra coursework, and professional organization membership. Stipends shall be paid with the first full pay period in January of each year, and shall not be prorated for new employees. Employees who have submitted their intent to separate from the City shall not be eligible for this stipend.

Article 10. Recreational Facilities and Classes

- 10.1. *Admission to Classes*—
 - 10.1.1. *Full-time Regular Employees*—All full-time regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period (lab fees or ingredient fees not included). Up to three (3) of the five (5) classes may be utilized by an employee’s spouse, domestic partner, or dependent child.

- 10.1.2. *Part-time Regular Employees*—All part-time regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 3 recreational classes during a 12-month period (lab or ingredient fees not included). One (1) of the three (3) classes may be utilized by an employee's spouse, domestic partner, or dependent child.
- 10.2. *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee's non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the source department.
- 10.3. *Child Care Services*—All bargaining unit employees shall be eligible for a 50% discount for City child care services for their dependent children.

Article 11. Replacement and Reimbursements

11.1. *Tool Replacement Costs*—

11.1.1. *Replacement Amount*—An employee in an eligible classification who is required to provide tools shall be eligible to receive up to \$800 per fiscal year for the purpose of providing the employee with tool replacement costs. Eligible classifications are as identified in Appendix D.

11.1.2. *Reimbursements*—In order to receive reimbursement for tool costs or tool replacement, an employee must be required to provide tools for the job and must submit a reimbursement request to the City prior to the reimbursement cutoff date each fiscal year of June 1st.

11.2. *Safety Shoe Reimbursement*—The City will reimburse employees in eligible classifications who purchase and wear approved safety shoes during their regular duty shift up to \$325 per fiscal year. Eligible classifications are noted in Appendix D.

Article 12. Safety Program and Equipment

12.1. *Observation of Safety Rules and Regulations*—Both the City and the Union shall expend every reasonable effort to ensure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations. Each employee covered by this memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony.

12.2. *Safety Program*—The City has established a safety program and representatives of this unit shall serve on the safety committee.

12.3. *Safety Equipment*—The City shall continue to supply employees with safety equipment required by the City and/or Cal/OSHA. All employees shall use City supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

12.4. *Prescription Safety Glasses*—Prescription safety glasses will be provided to those employees who are required by safety regulations to wear them on the job, provided employees use the City's vision care plan in order to obtain the prescription. Those classifications eligible for prescription safety glasses are identified in Appendix D.

Article 13. Dress and Uniform Policy

13.1. *Communications Center Dress Policy*—Clothing must be neat and clean with the following not allowed: ragged or torn clothing, halter tops, cut-off tops, or shorts; clothing displaying obscene or indecent language; pictures of slogans; house shoes, slippers, or other footwear with exposed toes.

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- 13.2. *Maintenance Services Uniform Policy*—The uniform policy for the maintenance services division includes parks, streets, building maintenance, and garage staff who are supplied with work apparel.
- 13.2.1. *Purpose and Intent*—The purpose and intent of this policy is to assist the public in identification of our staff, provide a consistent appearance, and promote a professional image of our City’s work force.
- 13.2.2. *Work Clothing*—Employees are provided with a change of shirt and pants for each workday and coveralls if so desired. The City has a contract with a uniform company to provide work clothing and will pay the expenses to provide these uniforms. The City will provide 6 t-shirts that will be laundered by the employee. In addition, the City also supplies safety-colored jackets, vests, sweatshirts, and hats.
- 13.2.3. *Wearing and Use of Work Clothing*—Each employee who is provided work clothing will wear it each day. No modifications will be made, removed, or added to the clothing to personalize garments. Two styles of shirts are available—tails and square cut. Shirts with tails must be tucked into the pants; however, square cut shirts may remain outside of the pants. Both types of shirts must be buttoned to be consistent with a neat, professional appearance. If the employee desires to wear a hat, only hats issued by the City will be worn.
- 13.2.4. *Jackets and Sweatshirts*—The employee may wear jackets and sweatshirts as issued by the City only. The employees will clean these. The City will replace all uniform apparel on an as needed basis.
- 13.2.5. *Repair or Replacement of Uniforms*—Each employee is required to communicate to the uniform company the loss or needed repair of garments through the contractors notification system. Problems or shortages of garments will be reported to the employee’s supervisor.
- 13.2.6. *Dress Standards*—Employees will be evaluated on their dress and use of uniforms. Employees who consistently fail to adhere to this policy may be subject to disciplinary action.
- 13.3. *Protective Garments for Safety Inspectors*—The City shall supply and maintain overalls for building inspectors and the public works inspector.

Article 14. Class A and B Driver’s Licenses

- 14.1. *Requirement*—Except as otherwise provided, a commercial class B driver’s license will be required for all employees hired after 8/1/1996, in the classifications identified in Appendix D, and in addition, any employee who possessed a Class B license as of 8/1/1996 will be required to maintain the license. Effective 10/11/22 the Maintenance Craftworker, Park Maintenance Worker, Park Maintenance Worker-Lead and Park Maintenance Worker-Senior job classifications will not be required to maintain a Class B license, provided that any existing or new employee in these classifications is eligible for expense reimbursements (Appendix D), if they choose to obtain and/or maintain their Class B license.
- 14.2. *License Reimbursement Costs*—The City shall reimburse the employees identified in Appendix D the cost of the license and license renewal fee for a class A and B license.

- 14.3. *Class A Incentive Pay*—Those employees in Appendix B may receive a \$50 incentive per month to obtain and maintain a Class “A” commercial driver’s license. Any employee possessing a Class A license must perform the work requiring the license when requested by the City to do so even if the work is in another department.

Article 15. Personnel Practices

15.1. *Transfer and Promotion*—

- 15.1.1. *Transfer*—An employee may be transferred by the City Manager from one position to another position in the same or comparable classification carrying essentially the same maximum salary and which the employee is qualified to perform.
- 15.1.2. *Promotion*—The City shall endeavor to fill vacancies by promotion when in the best interests of the service. In the event the City Manager determines to fill a vacancy by promotion, the personnel board prepares and administers an examination for those employees who meet the minimum qualifications. The names of the successful candidates shall be recorded in the order of their standing in the examination on an employment list. Closed promotional appointments shall be made from the first 4 candidates (the number may unilaterally be changed by City Council resolution) on the employment list who are ready, willing, and able to accept the position offered.
- 15.1.3. *Flexible Staffing*—Sufficient positions will be provided so that all full-time regular employees in the Library Assistant I classification with 2 years of experience will be eligible to be promoted to the full-time regular Library Assistant II classification, providing the employees pass an examination. Sufficient positions will be provided so that all full-time regular employees in the Librarian I classification with 2 years of experience will be eligible to be promoted to the full-time regular Librarian II classification, providing the employees pass an examination.
- 15.2. *Time Off for Examination*—Promotional examinations scheduled by the City during an employee’s regular working hours may be taken without loss of compensation.
- 15.3. *Employment Lists*—Promotional lists shall become effective upon approval thereof by the personnel board. Employment lists shall remain in effect for 1 year, unless sooner exhausted and may be extended, prior to their expiration dates, by action of the personnel board for additional 3-month periods, but in no event shall the list be extended for more than one additional year. If an appointment is to be made from an open-competitive list, the names of all persons on the list shall be certified. The name of any person on an employment list may be removed by the City Manager for any of the following reasons, if:
- 15.3.1. *Formal Request*—The eligible person requests, in writing, the name to be removed.
- 15.3.2. *Failing to Respond*—The employee fails to respond to a written offer of employment 6-business days from mailing.
- 15.3.3. *Investigation Report*—A subsequent background investigation is unsatisfactory.
- 15.3.4. *Passed Over*—The person has been passed over for appointment 3 times.
- 15.4. *Probationary Periods*—All original and promotional appointments shall be tentative and subject to a probationary period of not less than 12 months of actual service from the date of probationary appointment or promotion. Probationary periods for promotions within a

classification series shall be for a period of not less than six (6) months unless extended by the department head or designee to 12 months. The decision to extend the probationary period is within the sole discretion of the department head or designee and is not subject to the grievance procedure.

- 15.4.1. *Probation Reinstatement and Re-employment*—An employee who is laid off and subsequently appointed as a result of certification from an employment eligible list to a position of different classification than that from which laid off, shall undergo the probationary period prescribed for the classification to which appointed. Former probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain permanent status.
- 15.4.2. *Probation Transfer*—Employees who transfer to another division shall be required to undergo a new probationary period in the position into which transferred. If unsuccessful in the new probationary period, the voluntarily transferred employee shall be reinstated into their former position. Employees transferred non-voluntarily shall be reinstated to their former position if unsuccessful in their new probationary period.
- 15.4.3. *Probation Promotion*—An employee who previously completed the requisite probationary period and who is rejected because of a subsequent probationary period for a promotional appointment, shall be reinstated to the former positions from which the employee was promoted, provided that this Subsection shall not be construed so as to prohibit the City from discharging any employee during a subsequent promotional probationary period.
- 15.4.4. *Rejection during Probationary Period*—The appointing authority may terminate a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to the procedures provided in the grievance Article of this Memorandum of Understanding, unless the employee alleges that the termination was due to discrimination prohibited by City, state, or federal statutes or regulations. If such discrimination is alleged, the appeal or grievance shall be decided by the Assistant City Manager solely on the basis of whether or not the termination was due to discrimination. Unless it is determined that there was discrimination, the Assistant City Manager hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. The Assistant City Manager's decision is final.
- 15.5. *Performance Appraisals*—Employees shall receive written performance appraisals on an annual basis. Employees shall be provided at least five (5) business days to review performance appraisal documents and add comments, and add their signature acknowledging receipt of the evaluation. At a permanent employee's discretion, within 10 days of receiving the performance appraisal document, the employee may meet with evaluator's immediate supervisor to discuss the evaluation. The decision of the evaluator's immediate supervisor is final and is not required to be in writing, and the employee will have no other right to appeal. In the event an employee objects to the content of the evaluation, they may submit a written statement to be included with the appraisal in the employee's personnel file.
- 15.6. *Resignation and Reinstatement*—

- 15.6.1. *Resignation*—An employee desiring to leave the City in good standing shall submit a letter of resignation to the immediate supervisor no later than 2 weeks in advance of the effective date of separation; complete an exit interview; and receive at least a satisfactory final evaluation.
- 15.6.2. *Reinstatement*—A permanent employee, who has resigned in good standing, may be reinstated within 2 years of the effective date of resignation. Such reinstatement may be to a vacant position in the employee's former classification, or to one in a comparable classification which does not carry a significantly higher rate of pay and which employee is qualified to perform. Reinstatement shall be made at the salary step approved by the City Manager. The reinstated employee will serve the designated probationary period for that classification prior to becoming a permanent employee, regardless of the salary rate at which the employee is reinstated.

Article 16. Reduction-in-Force, Layoff, and Re-employment

- 16.1. *Seniority*—Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the City, except for service on a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except for authorized military leave granted pursuant to California state military and veterans' code.
- 16.2. *Council Determination*—Whenever in the judgment of the City Council, it becomes necessary in the interest of economy or because of necessity for the position or employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay-off, reassign, demote or transfer an employee holding such position or employment and same shall not be deemed a disciplinary act or act requiring written charges. The appointing authority may likewise lay off an employee in the competitive service because of material change in duties or organization or shortage of work or funds.
- 16.3. *Order of Layoff*—When one or more employees performing in the same class in the same City department are to be laid off (provisional and temporaries therein having already been terminated), the order of layoff in the affected department shall be as follows:
 - 16.3.1. *Hourly Employees*—Part-time hourly employees including per diem, seasonal, and temporary workers.
 - 16.3.2. *Probationary Employees*—Probationary employees by classification in reverse order of seniority.
 - 16.3.3. *Part-time Regular Employees*—Permanent part-time employees by classification in reverse order of seniority.
 - 16.3.4. *Full-time Regular Employees*—Permanent full-time by classification in reverse-order of seniority.
- 16.4. *Identical City Service*—Should two or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever two or more employees have identical classification seniority, a mutually agreeable random selection process shall determine the order of layoff in the affected department.

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- 16.5. *Notice of Layoff*—Employees shall be forwarded written notice, including reasons therefore, by certified registered mail, return receipt requested or personally served, a minimum of 10-working days prior to the effective date of layoff. An employee receiving said notice may respond, in writing, to the City Manager. The employee's representatives shall receive concurrent notice, and upon request, shall be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives which do not include the consideration of the merits necessity or organization of any service or activity. The employee must make this request in writing at least 5-working days prior to the effective date of layoff.
- 16.5.1. *Bumping Rights*—Employees receiving notice of layoff shall have the right to assume a position held by a less senior employee as follows:
- 16.5.1.1. *Same Classification*—The senior employee may bump a less senior employee in the same classification.
- 16.5.1.2. *Former Classification*—The senior employee may bump a less senior employee in a classification to which the senior employee was formerly assigned.
- 16.6. *Reassignment In Lieu of Layoff*—
- 16.6.1. *Vacant Position in City*—In the event of layoff, the employee will be allowed to transfer to a vacant position that the City intends to fill in the same classification in any City department.
- 16.6.2. *Former Classification*—In the event that there are no vacant positions in the same classification in any department, an employee will be offered a vacant position in any classification at the same or lower salary in which permanent status had formerly been held, first in the affected department and then Citywide.
- 16.6.3. *Displacement*—In the event that there are no vacancies as listed above, the employee shall have the opportunity, upon request, to be assigned to any classification in the department at the same or lower salary in which the employee meets the minimum qualifications and a regular layoff procedure in the same or lower-level classification shall apply.
- 16.6.4. *Salary Placement*—Employees transferred, assigned or demoted under this subsection, will be given a step in the new classification salary range closest, but not exceeding, the employee's salary at the time of appointment.
- 16.7. *Layoffs*—In the event that an employee is not reassigned in lieu of layoff, the employee shall be laid off. If an employee elects not to exercise bumping rights, the employee may be deemed to have been offered and to have declined such work. Laid off employees are to be paid for accrued vacation and sick leave when separated as a result of a layoff.
- 16.8. *Layoff Re-employment and Reinstatement Lists*—
- 16.8.1. *Classification Reinstatement List*—Probationary and permanent employees who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list, in order of their seniority. Vacant positions within their classification shall first be offered to employees on this list.
- 16.8.2. *Re-employment List*—Employees who are laid off shall have their names placed on a re-employment list of classifications which, in the opinion of the personnel officer, requires basically the same qualifications and duties and responsibilities as those in the classification from which the layoff occurred, in order of seniority. Vacant

positions in such classifications shall be offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

16.8.3. *Length of Placement on List*—No name shall be carried on a reinstatement or re-employment list for a period of longer than 2 years. Refusal to accept the first offer or reinstatement or re-employment within the same classification shall cause the name to be dropped from the list. Individuals not responding to written notification, by certified registered mail, return receipt requested, forwarded to their last given address, of an opening within 10-working days from mailing, shall have their names removed from either a reinstatement or re-employment list. Individuals who do not meet current employment standards (i.e., medical, licenses, etc.) shall have their names removed from either a reinstatement or re-employment list.

16.8.4. *Probationary Period*—Probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain permanent status.

Article 17. Emergencies

Nothing contained in the Memorandum of Understanding shall limit the authority of the department head or the City to make necessary changes during emergencies. The department head shall notify the Union of such changes as soon as possible. Emergency assignments of staff shall not exceed beyond the period of the emergency. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 18. Notification

The City shall give reasonable prior written notice to the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall give the Union the opportunity to meet with the City prior to such adoption. In cases of emergency, when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Article 19. Contracting Unit Work (except Communications Center employees)

19.1. *Contracting Work*—All unit work that City staff proposes to contract out will first fall under the provisions below:

19.2. *Union Notification*—At least 90 days prior to any council action to contract existing unit work, the City will provide the Union with notice and opportunity to submit alternative proposals. Notice shall include all documents and information relevant to the contract proposal. Any proposal for contracting out unit work shall be scoped out and specifications prepared to provide an opportunity for unit members to bid competitively on the services to be provided.

- 19.3. *Committee Review*—A joint committee comprised of three Union and three management representatives, each appointed by the respective parties, will review all unit work which the City proposes to contract out prior to such contracting out. The committee will meet within 30-calendar days of notice to review.
- 19.4. *Committee Results*—If after committee review there is no majority consensus agreement, the unit work may be considered by the City Council provided both the Union and management have the opportunity to provide the City Council with written reasons for being for or against the proposal.
- 19.5. *Bid Process*—All bids for work presented by private contractors shall be in accordance with the State of California's prevailing wage laws without exception. The City shall review all bids submitted by private contractors for compliance with regard to prevailing wage rates.

Article 20. Grievance Procedure

20.1. *Definition of Grievance*—A grievance is defined as any dispute involving the interpretation, application or alleged violation of:

- Any provision of the MOU between the City and the Union, excluding however, those provisions of the MOU which specifically provide that the decision of any City official shall be final, and where the MOU includes a procedure that governs the dispute.
- Any provision of the City's Personnel Rules and Regulations that involves a matter within the scope of representation, excluding however, those provisions of the City's Personnel Rules and Regulations that expressly exclude the provision from being grieved.
- Any provision of the City's policies, including the City's Administrative Instructions, which involves a matter within the scope of representation, excluding however, those provisions of the City's policies that expressly exclude the provision from being grieved.
- A final disciplinary action consisting of a written reprimand, suspension, demotion, termination, or reduction in pay against a non-probationary employee.

The grievance process does not cover the following decisions within management rights include decision regarding: (1) classifications of positions; (2) recruitment, selection, appointment and examination processes; (3) extensions of probationary periods; (4) non-disciplinary transfers, reassignments, reorganization and reallocation of positions; (5) the content of performance evaluations; (6) requiring employees to submit to fitness for duty evaluations; and (7) layoffs (as opposed to the impacts of layoffs). The Union shall not encourage frivolous or unwarranted grievances by its members.

20.2. *General Conditions*—

20.2.1. *Extended Time Limits*—Any time limit set forth in this article may be extended by mutual written agreement between the City and the Union.

20.2.2. *Failure to Comply with Time Limits*—Failure on the part of the Union to comply with the time limits of this procedure or any extensions thereto shall constitute a

withdrawal of the grievance without further recourse to re-submittal. Failure on the part of the City to comply with the prescribed time limits or extensions shall result in the grievance being moved to the next step of the procedure.

20.3. *Grievance Steps*—The general steps in the grievance procedures are as follows. Note that some steps in the grievance procedure may be eliminated if the employee reports to a department head or if the employee's second-line supervisor is the department head. A grievance concerning final disciplinary action shall be filed at Step 4 (City Manager). The City Manager's decision on the appeal of a written reprimand shall be final and may not be advanced to Step 5.

20.3.1. *Step 1: Immediate Supervisor (Problem Solving)*—Employees shall bring their grievances to the attention of their immediate supervisor within 15 calendar days of the occurrence of the act causing the basis for the grievance or the employee's first knowledge of the occurrence.

20.3.2. *Step 2: Second-line Supervisor*—If the grievance is not resolved at Step 1, the employee or Union on behalf of the employee ("grievant") shall submit a formal written grievance to the employee's second-line supervisor within 15 calendar days after the immediate supervisor's decision. The written grievance shall contain the following information:

- Grievant's Name and Signature
- Grievant's Department and Specific Work Site
- Name of the Grievant's Immediate Supervisor
- Statement of the Nature of the Grievance, including date and place of occurrence
- Specific Provision, Policy or Procedure alleged to have been violated
- Remedies Sought by Grievant
- Name of the Union representative designated as the Grievant's representative in the processing of the grievance
- Name of AFSCME Council 57 staff representative to be carbon copied on written correspondence

Within twenty-five (25) calendar days of receipt of the written grievance, the second-line supervisor or designee shall issue a written decision on the grievance, carbon copy to the designated Union representative(s). Within this period, at the discretion of the second-line supervisor or designee, the parties may meet prior to the second-line supervisor or designee issuing a decision on the grievance. Such a meeting is not required at this Step. If the grievance is not resolved at this level, the Union shall have 15 calendar days from receipt of the answer in which to file an appeal to the department head.

20.3.3. *Step 3: Department Head*—An employee dissatisfied with the decision of the second-line supervisor in Step 2 may have the Union submit the written grievance to the department head within 15 calendar days from the date of the second-line supervisor's decision. The department head or designee shall respond in writing to the Union representative(s) within 30 calendar days from the date of receipt of the written grievance unless the parties agree to extend the timing of the Department

Head's response. Within this period, the Department Head or designee shall meet with the grievant and Union representative(s) prior to issuing a decision on the grievance, unless the grievant waives the meeting requirement.

20.3.4. *Step 4: City Manager*—An employee dissatisfied with the decision of the department head in Step 3, may have the Union submit the written grievance to the City Manager, within 15 calendar days from receipt of the department head's response. The City Manager or designee shall respond to the Union representative(s) regarding the grievance in writing within 30 calendar days from the date of receipt of the written grievance unless the parties agree to extend the timing of the City Manager's response. Within this period, the City Manager or designee shall meet with the grievant and Union representative(s) prior to issuing a decision on the grievance, unless the grievant waives the meeting requirement.

20.3.5. *Step 5: Appeal to Binding Arbitration*—The decision of the City Manager or designee may be appealed by the Union to binding arbitration so long as all the following steps are fully complied with.

20.3.5.1. *Written Request*—The Union must submit a written request for arbitration to the Director of Human Resources which must be received no later than 15 calendar days following the date of the City Manager's decision on the grievance. If this written request is not received by the Director of Human Resources within this time frame, the appeal will be waived.

20.3.5.2. *Union Representation*—The Union must sign the written request for arbitration signifying that it intends to represent the employee(s) during all arbitration proceedings arising from the request for arbitration.

20.3.5.3. *Selection of an Arbitrator*—An arbitrator will be selected by the Union and the City by mutual agreement or by requesting a list of no less than five (5) arbitrators from the California State Mediation and Conciliation Service (CSMCS), each of whom is a current member of the National Academy of Arbitrators, and who has at least five (5) years of experience handling arbitrations for local public agencies. The parties may attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, each party shall cross off one name on the list. The first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator.

20.3.5.4. *Payment of Costs*— If the grievance concerns a suspension of five days or less, the Union will pay the cost of the arbitrator's fee in its entirety. Otherwise, the Union and the City will split the cost of the arbitrator's fee equally. In the event that either party wishes to obtain the services of a court reporter, that party will be solely responsible for the reporter's fees, including the cost of providing the original transcription to the arbitrator. If the arbitrator, as opposed to either party, requires that the proceedings be taken down by a court reporter, the parties will equally split the cost of the reporter's fee and the cost of the original transcript. Each party will pay for the cost of an additional copy for the use of that party if a copy is desired.

20.3.5.5. *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions.

Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City's rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.

- 20.3.5.6. *Arbitrator Decision*—The parties agree that any decision rendered by the arbitrator will be final and binding, meaning that it cannot be appealed to any other legal or administrative tribunal, except pursuant to Code of Civil Procedure section 1285 et seq. which allows parties to petition a court to confirm, correct or vacate an arbitration award.

Article 21. Discipline and Just Cause

- 21.1. *Disciplinary Action*—Disciplinary action consists of written reprimand, suspension, demotion, reduction in pay, and termination.
- 21.2. *Just Cause Grounds and Progressive Discipline*—The City shall take disciplinary action against a non-probationary AFSCME employee only for just cause, following the pre-disciplinary procedures set forth in the City's Personnel Rules and Regulations. The City agrees to follow the principles of progressive discipline.
- 21.3. *Representation*—Employees who are subject to an investigatory interview into potential misconduct that may lead to discipline shall be notified in writing that upon request the employee shall be entitled to have a Union or other representative of their choice present.
- 21.4. *Notice of Discipline*—Disciplinary action shall be issued in writing to the employee, stating the reason(s) for discipline, with a copy to the employee's representative (if any).

Article 22. Severability

If any article, section, subsection, sentence, clause, or phrase of the Memorandum of Understanding is for any reason held to be invalid by a court of competent jurisdiction, such article, section, subsection, sentence, clause, or phrase shall be suspended and superseded and the remainder of this Memorandum of Understanding shall not be affected thereby.

Article 23. Agreement, Modification, or Waiver

- 23.1. *Full and Entire Agreement*—This Memorandum of Understanding sets forth the full and entire Memorandum of Understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety. In the event that the provisions of this memorandum are found to be in conflict with a City rule, regulation, or resolution, the provision of this memorandum shall prevail over such conflicting rule, regulation or resolution.
- 23.2. *Written Modification Required*—No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties unless made and executed in writing by all parties hereto and approved by the City Council.
- 23.3. *Waiver*—The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 24. Signatures

Signed this _____ day of _____, 2025

For the Union-AFSCME:

For the City:

Anthony Walters, Staff Representative,
AFSCME District Council 57

Jesse Lad, Lead Negotiator

Josue Gonzalez, Lead Steward

Leah Lockhart, Human Resources Director

Marisa Jordan

Darryel Mickens, Human Resources
Manager

Tristan Kent

Sharon Ranals, City Manager

Michael Alan Patrick

Richard Pence

Peter Shea

Appendix A
Full-time Regular and Part-time Regular Employee Classifications

As referenced in Article 1, those classifications in the AFSCME unit are the following:

Title	Full-time	Part-time
Accounting Assistant I	X	
Accounting Assistant II	X	
Building Inspector	X	
Building Inspector, Senior	X	
Building Maintenance Craftworker	X	
Building Maintenance Custodian	X	
Building Maintenance Custodian, Lead	X	
Building Maintenance Custodian, Senior	X	
Building Plan Reviewer	X	
Code Enforcement Officer	X	
Communications Dispatcher	X	
Communications Dispatcher, Supervising	X	
Communications Dispatcher, Lead	X	
Community Services Site Coordinator	X	X
Cultural Arts Specialist		X
Electrical Technician	X	
Electrical Technician, Assistant	X	
Electrical Technician, Lead	X	
Electrical Technician, Senior	X	
Engineering Technician	X	
Engineering Technician, Senior	X	
Equipment Mechanic	X	
Equipment Mechanic, Lead	X	
Equipment Operator	X	
Groundsperson	X	
Librarian I	X	X
Librarian II	X	
Library Assistant I	X	X
Library Assistant II	X	X
Library Specialist, Supervising	X	
Literacy Services Coordinator	X	
Maintenance Craftworker	X	
Natural Resource Specialist		X
Office Specialist	X	X
Park Maintenance Worker	X	
Park Maintenance Worker, Lead	X	
Park Maintenance Worker, Senior	X	

Title	Full-time	Part-time
Parking System Technician	X	
Permit Technician	X	
Permit Technician, Senior	X	
Planning Technician	X	
Preschool Teacher I	X	
Preschool Teacher II	X	
Public Works Inspector	X	
Public Works Maintenance Worker	X	
Public Works Maintenance Worker, Lead	X	
Public Works Maintenance Worker, Senior	X	
Recreation Leader II		X
Recreation Leader III		X
Recreation Leader IV	X	X
Sweeper Operator	X	
Tree Trimmer	X	
Van Driver		X

The Union may present requests for position reviews on behalf of its members in accordance with established City procedures and the City agrees to keep the Union informed of the results of the position reviews. Requests for classification reviews of positions together with justification should be made to the employee's department head by 9/15 of any year.

Any recommendations for reclassifications of these positions deemed meritorious by the City shall be handled through the regular budgetary process, and if approved, shall be effective the beginning of the next fiscal year.

Appendix B Incentive Pay by Classification

This appendix features an easy, at-a-glance table that indicates those incentives that are unique to classifications and that are considered reportable to CalPERS (“PERSable”). This list does not include PERSable compensation in which eligibility may be open to all unit members (i.e., longevity pay) or acting pay. In the event that there is a discrepancy between this appendix and the body of the MOU, the language in the body of the MOU shall prevail.

Title	Bilingual Pay	Uniforms	Class A CDL
Accounting Assistant I	x		
Accounting Assistant II	x		
Building Inspector	x	x	
Building Inspector, Senior	x	x	
Building Maintenance Craftworker		x	
Building Maintenance Custodian		x	
Building Maintenance Custodian, Lead		x	
Building Maintenance Custodian, Senior		x	
Building Plan Reviewer			
Code Enforcement Officer	x		
Communications Dispatcher	x		
Communications Dispatcher, Supervising	x		
Community Development Specialist			
Community Services Site Coordinator	x		
Cultural Arts Specialist			
Electrical Technician		x	x
Electrical Technician, Assistant		x	x
Electrical Technician, Lead		x	x
Electrical Technician, Senior		x	x
Engineering Technician	x		
Engineering Technician, Senior	x		
Equipment Mechanic		x	x
Equipment Mechanic, Lead		x	x
Equipment Operator		x	x
Groundsperson		x	
Librarian I	x		
Librarian II	x		
Library Assistant I	x		
Library Assistant II	x		
Library Specialist, Supervising	x		
Literacy Services Coordinator	x		
Maintenance Craftworker		x	

Title	Bilingual Pay	Uniforms	Class A CDL
Natural Resource Specialist	X	x	
Office Specialist	x		
Park Maintenance Worker		x	
Park Maintenance Worker, Lead		x	
Park Maintenance Worker, Senior		x	
Parking System Technician	x	x	
Permit Technician	x	x	
Permit Technician, Senior	x	x	
Planning Technician	x		
Preschool Teacher I	x		
Preschool Teacher II	x		
Public Works Inspector	x		
Public Works Maintenance Worker		x	x
Public Works Maintenance Worker, Lead		x	x
Public Works Maintenance Worker, Senior		x	x
Recreation Leader II	x		
Recreation Leader III	x		
Recreation Leader IV	x		
Sweeper Operator		x	x
Tree Trimmer		x	
Van Driver	x		

Appendix C Certification Pay

The following are the classifications for which Certification Pay is available under Section 4.9.

Certification	Eligible Classifications	Number of Certifications Available at a Time
International Code Council (ICC) – Building Inspector, Electrical Inspector, Plumbing Inspector, Mechanical Inspector (Residential or Commercial for the first 4), Plans Examiner, Building Official (Senior Building Inspector Only), Permit Technician, Planning Technician; International Association of Plumbing and Mechanical Officials (IAPMO) – Plumbing Inspector, Mechanical Inspector; CA Association of Building Energy Consultants (CABEC) – Certified Energy Plans Examiner; State of CA – Certified Access Specialist (CASp)	Building Inspector Senior Building Inspector Permit Technician Senior Permit Technician (excluding the Permit Technician Certification, as it is required) Planning Technician	Unlimited number of employees; Unlimited number of certifications after 1 st job required certification, up to maximum certification pay allowed
Certified Public Infrastructure Inspector (CPII) through the American Public Works Association (APWA); NASSCO – PACP Certification	Public Works Inspector	Unlimited
Certified Municipal Arborist through International Society of Arboriculture Certified Tree Worker Climber Specialist (ISA) Certified Tree Worker Aerial Lift Specialist (ISA) Tree Risk Assessment Qualification (ISA) Certified Tree Care Safety Professional (TCIA)	Groundsperson Tree Trimmer	Up to 2 employees

Certification	Eligible Classifications	Number of Certifications Available at a Time
Master Gardener Sports Turf Management Certification	Groundsperson Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker Tree Trimmer	Up to 2 employees
Certified Landscape Irrigation Auditor Irrigation Management Certification Irrigation Designer Certification Certified Irrigation Technician	Groundsperson Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker Tree Trimmer	Up to 2 employees
QWEL Certification	Groundsperson Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker Tree Trimmer	Up to 12 employees
Certified Backflow Tester through American Water Works Association	Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker	Up to 5 employees
Certified Playground Safety Inspector through National Recreation and Park Association (NRPA) and California Parks and Recreation Society (CPRS)	Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker	Up to 5 employees
Pest Control Advisor through California Department of Pesticide Regulation	Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker	Up to 1 employee
Qualified Applicator's Certificate through California Department of Pesticide Regulation	Groundsperson Park Maintenance Worker Senior Park Maintenance Worker Lead Park Maintenance Worker Park Maintenance Craftsworker Tree Trimmer	Up to 7 employees
HVAC Service Technician through Building Operator Certification	Lead Building Maintenance Custodian Building Maintenance Craftsworker	Up to 2 employees

Certification	Eligible Classifications	Number of Certifications Available at a Time
CWEA Collections Systems Maintenance Certification I, II, III, IV	Public Works Maintenance Worker Senior Public Works Maintenance Worker Lead Public Works Maintenance Worker Equipment Operator	Unlimited
Fire Mechanic I, II, III through Cal Fire Office of the State Fire Marshal ASE Master Technician (Auto or Medium/Heavy Truck)	Equipment Mechanic Lead Equipment Mechanic	Unlimited
Traffic Signal Technician Level I, Traffic Signal Field Technician Level II, Traffic Signal Senior Field Technician Level III through the International Municipal Signal Association (IMSA)	Assistant Electrical Technician Electrical Technician Senior Electrical Technician Lead Electrical Technician	Unlimited
Articulate Boome Crane with Winch (ABW) CCO	Assistant Electrical Technician Electrical Technician Senior Electrical Technician Lead Public Works Maintenance Worker Equipment Operator	Unlimited
Roadway Lighting Technician Levels I & II (IMSA)	Assistant Electrical Technician Electrical Technician Senior Electrical Technician Lead Electrical Technician	Up to 4 employees
Sign and Pavement Marking Technician Level I, II, III through the International Municipal Signal Association (IMSA)	Public Works Maintenance Worker Senior Public Works Maintenance Worker Lead Public Works Maintenance Worker	Unlimited
P.O.S.T Dispatch Supervisor	Supervising Communications Dispatcher	Unlimited
CACEO-Certified Code Enforcement Officer	Code Enforcement Officer	Unlimited

NASSCO PACP Certified Employees—Any NASSCO PACP certified Public Works Maintenance Worker, Senior Public Works Maintenance Worker, Lead Public Works Maintenance Worker, or Equipment Operator shall receive an additional 2.5% of base pay for all hours actually worked operating or maintaining sewer video inspection equipment or reviewing and inspecting video to assess condition and compliance with applicable codes and regulations.

Underground Service Alert (USA) Locator Certified Employees—Incumbents in the Public Works Maintenance Worker classification who are assigned to perform USA locator marking duties will receive additional pay equivalent to 2.5% of their base pay for all hours worked in this capacity. The Lead Public Works Maintenance Worker will determine for each shift which employee(s) in the Public Works Maintenance Worker classification will perform USA locator marking duties. The Lead Public Works Maintenance Worker may make recommendations to the Public Works Director which employees should attend the City-paid USA locator marking certification training. Only the Public Works Director may approve USA locator marking certification training for Public Works employees recommended to attend the City-paid training.

Appendix D Expense Reimbursements by Classification

This appendix features an easy, at-a-glance table that indicates certain reimbursements that are unique to classifications. In the event that there is a discrepancy between this appendix and the body of the MOU, the language in the body of the MOU shall prevail.

<i>Title</i>	<i>Tools</i>	<i>Safety Shoes</i>	<i>Rx Safety Glasses</i>	<i>Reimburse Class A or B CDL</i>
Accounting Assistant I				
Accounting Assistant II				
Building Inspector		X	X	
Building Inspector, Senior		X	X	
Building Maintenance Craftworker		X	X	
Building Maintenance Custodian		X	X	
Building Maintenance Custodian, Lead		X	X	
Building Maintenance Custodian, Senior		X	X	
Building Plan Reviewer				
Code Enforcement Officer		X	X	
Communications Dispatcher				
Communications Dispatcher, Lead				
Communications Dispatcher, Supervising				
Community Development Specialist				
Community Services Site Coordinator				
Cultural Arts Specialist				
Electrical Technician		X	X	X
Electrical Technician, Assistant		X	X	X
Electrical Technician, Lead		X	X	X
Electrical Technician, Senior		X	X	X
Engineering Technician		X	X	
Engineering Technician, Senior		X	X	
Equipment Mechanic	X	X	X	X
Equipment Mechanic, Lead	X	X	X	X
Equipment Operator		X	X	X
Groundsperson		X	X	X
Librarian I				
Librarian II				
Library Assistant I				
Library Assistant II				
Library Specialist, Supervising				
Literacy Services Coordinator				
Maintenance Craftworker		X	X	X

<i>Title</i>	<i>Tools</i>	<i>Safety Shoes</i>	<i>Rx Safety Glasses</i>	<i>Reimburse Class A or B CDL</i>
Natural Resources Specialist		X		
Office Specialist				
Park Maintenance Worker		x	x	x
Park Maintenance Worker, Lead		x	x	x
Park Maintenance Worker, Senior		x	x	x
Parking System Technician		x	x	
Permit Technician		x		
Permit Technician, Senior		x		
Planning Technician				
Preschool Teacher I				
Preschool Teacher II				
Public Works Inspector		x	x	
Public Works Maintenance Worker		x	x	x
Public Works Maintenance Worker, Lead		x	x	x
Public Works Maintenance Worker, Senior		x	x	x
Recreation Leader II				
Recreation Leader III				
Recreation Leader IV				
Sweeper Operator		x	x	x
Tree Trimmer		x	x	x
Van Driver				

Appendix E
Market Equity and Internal Alignment Adjustments

Job Classification	Increase
Building Maintenance Craftworker	1%
Building Maintenance Custodian	1%
Building Maintenance Custodian – Lead	1%
Building Maintenance Custodian – Senior	1%
Code Enforcement Officer	1%
Communications Dispatcher	1.5%
Communications Dispatcher – Lead	1.5%
Communications Dispatcher – Supervising	1.5%
Engineering Technician	1%
Engineering Technician – Senior	1%
Maintenance Craftworker	1%
Park Maintenance Worker	1%
Park Maintenance Worker – Lead	1%
Park Maintenance Worker – Senior	1%
Public Works Maintenance Worker	1%
Public Works Maintenance Worker – Lead	1%
Public Works Maintenance Worker – Senior	1%

Appendix F
Salary Schedule
(New Salary Schedule to be added to final agreement)

JOB TITLE	JOB CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5

Appendix G Labor Management Committee

This intent of this Article is to foster better communication between Labor and Management and to provide an opportunity for the Union to provide feedback to the City on issues that might affect bargaining unit members.

The Labor Management Committee will meet at least four times per year to discuss issues related to the labor management relationship. Additional meetings may be scheduled by mutual agreement of the parties. The Director of Human Resources shall be the standing City representative on the Labor Management Committee. Other supervisors, managers or HR personnel shall be invited to attend as needed as determined by the Director of HR. The Union may invite up to three (3) bargaining unit employees to the Committee meetings. The Union representative may also attend as a member of the Committee. Additional people may be invited by mutual agreement of the parties. Meetings shall be scheduled for one hour (or longer by mutual agreement.)

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