



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, 2017 through June 30, 2020

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

Memorandum of Understanding

July 1, 2017 through June 30, 2020

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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, 2017 through June 30, 2020

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, 2017 through June 30, 2020, 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 and Representation Fees*—

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. This authorization shall not be provided to any other registered or recognized employee group or 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. *Authorization for 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 or such other organization as is identified in this memorandum as follows:

2.2.3.1. *Maintenance of Dues Deductions*—An employee who was employed by the City in a classification covered by this memorandum upon the date that the City Council approves and adopts this Memorandum of Understanding shall do one of the following in regards to dues deductions.

- 2.2.3.1.1. *Authorization on File*—The employee shall have a written request and authorization for deduction of Union dues in effect upon the date this memorandum is approved and adopted.
- 2.2.3.1.2. *Authorization*—The employee shall submit a written authorization for the deduction of Union dues during the term of this Memorandum of Understanding.
- 2.2.3.1.3. *Deduction Continuance*—The employee shall have such dues deductions continued during the term of this memorandum, excepting that such an employee shall be allowed to withdraw authorization for continued withholding of dues deductions during the last 30-calendar days of the term of this memorandum by filing a written statement withdrawing authorization for dues deduction with the City and the Union. Upon the receipt of such a withdrawal of authorization from an employee, the City shall discontinue deducting Union dues from the salary of the employee effective the first full payperiod immediately following the expiration of this memorandum. The City shall provide the Union with the names of employees who have filed a withdrawal of authorization for Union dues deductions.
- 2.2.3.2. *Agency Shop Union Dues, Agency Fees, or In-lieu Payments (Personal Objection)*—An employee who is hired into a position in a classification covered by this Memorandum of Understanding subsequent to the date on which the City Council approves and adopts the same shall, within the first 30-calendar days of said employee's date of hire and as a condition of continued employment, file with the City one of the following documents:
- 2.2.3.2.1. *Union Dues*—A written authorization for the deduction of Union dues.
- 2.2.3.2.2. *Agency Fees*—A written authorization for the deduction of agency fees in an amount equal to the amount of Union dues prescribed by the Union for its members.
- 2.2.3.2.3. *Personal Objection*—An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support a public employee organization as a condition of employment. The employee will be required, in lieu of period dues, initiation fees or agency shop fees, to pay sums equal to the agency shop fees to one of the following charitable funds listed below, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Such exempt unit worker will be required to submit to the Union and the City a notarized letter signed by an official of the bona fide religious body certifying that person's membership. The deduction will not be forwarded to the charity until the Union has notified the City in writing of approval of the

exemption. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

- Gardner Family Health Network, Inc., Alviso, CA
- Sequoia Hospital Foundation, Redwood City, CA
- Boys and Girls Clubs of North San Mateo County, South San Francisco, CA

2.2.3.2.4. *Revocation*—Written authorizations submitted by employees under the provisions of this subsection shall not be revocable at any time during the term of this memorandum unless provisions for such revocations have been accomplished pursuant to Section 3502.5 of the Government Code. An employee may, however, transfer the authorization for the deduction of agency fees to Union dues or may transfer the authorization for charitable contributions to either agency fees or Union dues.

2.2.4. *Employee Failure to Comply with Agency Shop Provision*—In the event that an employee fails to comply with the provisions of Agency Shop above, the Union shall notify the City of such failure in writing no later than 10 calendar days subsequent to the employee's first 30 calendar days of employment with the City. Upon receipt of notice from the Union, the City shall provide written notice to the employee of the requirements and shall provide the employee 10 calendar days in which the employee shall either comply or be terminated from the position classification. If the employee subsequently complies with the provisions of Agency Shop, the effective date of appropriate deductions shall commence on the first full payperiod immediately following the date the Union notified the City of the employee's failure to comply.

2.2.5. *Suspension of Dues, Fees, or In-Lieu Payments 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, agency fees, or make charitable contributions during the period of the employee's leave.

2.2.6. *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.

2.2.7. *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 1-calendar month from the date of hire.

2.2.8. *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. 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' work places 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 for distributing Union informational materials.

Article 3. Non-discrimination

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.

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*—

All members of the bargaining unit shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:

- Year 1 (July 1, 2017-June 30, 2018) effective the first full pay period including July 1, 2017, or the first full pay period following the adoption of the MOU by Council, whichever is later: three percent (3%); whichever is later;
- Year 2 (July 1, 2018-June 30, 2019) effective the first full pay period of July 2018: three percent (3%);
- Year 3 (July 1, 2019-June 30, 2020) effective the first full pay period of July 2019: three percent (3%).

There will be no retroactive across-the-board base pay adjustments.

- 4.3. *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 payperiod. A City payperiod consists of 14-calendar days and begins on a Friday, which is the first day of a payperiod and ends on a Thursday, which is the last day of a payperiod. Employees who are on continuous paid regular service for a partial payperiod shall receive pro-rated compensation for the payperiod 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.
- 4.4. *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 A*—From date of hire to completion of 6-calendar months of employment.
 - Step B*—One full year.
 - Step C*—One full year.
 - Step D*—One full year.
 - Step E*—Final step.
- 4.4.1. *Step Placement after Promotion*—When employees are promoted, they shall receive not less than the equivalent of a one-step, 5% salary increase.
- 4.4.2. *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.
 - 4.4.2.1. *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.
- 4.5. *Bilingual Incentive Pay*—
 - 4.5.1. *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.

4.5.2. *Bilingual Incentive Pay for Other Classifications*—

4.5.2.1. *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 payperiod 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.

4.5.2.2. *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 translator at worksites other than their primary work location.

4.5.2.3. *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.

4.5.2.4. *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

4.5.2.5. *Eligible Classifications*—Positions eligible for bilingual incentive pay must be those that have regular contact with the public. Those classifications that would be eligible are identified in Appendix D of this Memorandum of Understanding and include any title changes that may occur during the life of this Memorandum of Understanding.

4.6. *Longevity Pay Plan for Employees Hired Prior to July 1, 2012*—Full-time regular employees hired prior to July 1, 2012 shall receive longevity pay in accordance with the following schedule.

4.6.1. *Fifteen Years of Service*—After 15-full years of service, 1.5% will be added to the employee's base hourly rate of pay.

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- 4.6.2. *Twenty Years of Service*—After 20-full years of service, in addition to above, another 1.0% of pay will be added to the employee's base hourly rate of pay.
Longevity Pay is not available for employees hired on or after July 1, 2012.
- 4.7. *Standby Pay*—According to Public Works departmental policy, 2 employees shall be on standby each week. Employees in those classifications that meet the departmental standards will be eligible to receive standby pay, regardless if they are in the Street Division, as long as they have gone through Departmental training, spent at least 6 months in the Sewer Department, and meet all departmental qualifications.
- 4.7.1. *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.
- 4.7.2. *Monthly Standby Compensation*—Compensation for standby shall be as follows:
- 4.7.2.1. 7/1/2007—Employees taking standby beginning 7/1/2017 shall receive \$500 per week for each week they are on standby.
- 4.7.2.2. *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.
- 4.8. *Certification Pay*—Employees who obtain and maintain certification as identified in Appendix G may receive certification pay.
- 4.8.1. *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.
- 4.8.2. *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.
- 4.8.3. *Maintenance Requirement*—Employees must maintain valid and updated certification at all time 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.
- 4.8.4. *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 payperiod.

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- 4.9. *Temporary Assignment to Higher-level Position*—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 at the rate of pay for which the employee would qualify, if the employee were to be promoted to the higher-level classification.
- 4.10. *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. *Overtime Pay*—*This section applies to non-exempt employees.*
- 4.11.1. *Overtime Defined*—Overtime work is authorized work in excess of an employee's normal work schedule. Paid leave hours shall be considered as hours worked.
- 4.11.2. *Overtime Records*—Records of overtime worked shall be maintained in accordance with procedures established by the department head.
- 4.11.3. *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.
- 4.11.4. *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.
- 4.11.5. *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 exercise this option 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.
- 4.11.6. *Call-back Rate (except Communications Center employees)*—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 normal work period, whichever occurs first. If the employee is on the City's premises at the time the employee is called to work, the employee shall be entitled to overtime for time actually worked, but will not be entitled to a guaranteed 3-hour minimum.
- 4.11.7. *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

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- 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.
- 4.11.8. *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.
- 4.11.8.1. *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.
- 4.11.8.2. *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.
- 4.11.9. *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:
- 4.11.9.1. *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.
- 4.11.9.2. *Overtime Bidding*—In the case of scheduled overtime shifts, employees shall be allowed to bid for overtime assignments by seniority, on a voluntary basis.
- 4.11.9.3. *Per-diem Sign-ups*—Per-diem employees may fill any overtime hours that are not filled by voluntary sign-ups of regular City employees.
- 4.11.9.4. *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.
- 4.12. *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.
- 4.12.1. *Compensatory Time Cash-out* —Employees shall be permitted to receive the cash value of up to 15 hours of compensatory time per calendar year.
- 4.13. *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.

4.13.1. *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.

4.13.2. *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.

4.14. *Dispatcher POST Certification Incentive*—

4.14.1. *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.

4.14.2. *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.

4.15. *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.

4.16. *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.

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 representative 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 \$1,500.

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.

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- 5.3.5. *Effective Date of Coverage*—Coverage is effective on the first day of the month following completion of 6-full-months 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 date of hire. 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.
- 5.6. *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.
- 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.
- 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 and 50% of normal cost

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- for the new members 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.
- 5.10. *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 premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. 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. The retiree bears the full premium costs for himself/herself 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. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.

- 5.14. *Retirement Health Savings Plan*—Employees are eligible to participate in the Vantagecare Retirement Health Savings Program (“RHS Plan”) established pursuant to the RHS Plan and Trust Document of the City of South San Francisco. Such participation is dependent on the establishment of participation rules.

Article 6. **H**ours of **W**ork and **W**ork **S**chedules

- 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, work days 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 lunch 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 and Breaks*—Employees in field positions in the appropriate divisions will be granted a 30-minute unpaid meal period at the approximate mid-point of the work shift.
- 6.5. *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.
- 6.6. *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.
- 6.7. *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.
- 6.8. *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 payperiod or, for FLSA purposes, more than 40 hours in a 7-day consecutive work period.

- 6.9. *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.
- 6.10. *Work Schedules in the Communications Center*—
- 6.10.1. *Communication Center Work Schedules*—The department head shall schedule employees' workdays and workweeks, including shift assignments as necessary.
- 6.10.2. *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.
- 6.10.3. *Meal and Rest Periods*—
- 6.10.3.1. *Meal Breaks*—An employee will be granted a meal break away from the workstation of 30-minutes duration, provided that sufficient coverage of the work station is available. Employee's time on authorized meal breaks shall be considered as time worked.
- 6.10.3.2. *Rest Periods*—When workload permits, employees may be allowed to take an informal up to a 15-minute rest break within the workstation. 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.
- 6.10.3.3. *Meal and Rest Periods Combined*—Provided that sufficient coverage of the work station 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.
- 6.10.4. *Shift Assignments*—The department head shall assign employees to shifts as necessary for the effective operations of the Communication Center.
- 6.10.5. *Temporary Assignments*—The department head may temporarily reassign an employee to another shift when it is necessary to accommodate temporary employee shortages.
- 6.10.6. *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.
- 6.10.7. *Shift Bids*—When bidding on shifts for a year, employees shall be allowed to bid for their preferred shift assignments no later than December of each year for shift assignments to become effective in January and July. When bidding on shifts for six months, employees shall be allowed to bid for their preferred shift assignments no later than December to become effective in January, and in June to become effective in July. 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 and

July respectively will normally be posted 4-calendar weeks prior to becoming effective.

6.10.8. *Shift Rotation*—No unit member shall be allowed to select from the same shift group for more than 3-consecutive bid periods or 18 months, whichever is shorter. 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.

6.10.9. *Dispatcher Staffing*—

6.10.9.1. *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 payperiod 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.

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
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day Observed

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*—In lieu of paid time off for a holiday, each employee shall receive shift holiday pay as follows.

7.1.3.1. *Full-day Holidays*—An additional 8 hours of shift holiday pay at the employee's enhanced hourly rate of pay in each payperiod in which the City's full-day holiday occurs, as identified above.

7.1.3.2. *Half-day Holidays*—An additional 4 hours of shift holiday pay at the employee's enhanced hourly rate of pay in each payperiod in which the City's half-day holiday occurs, as identified above.

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 payperiod during which a holiday occurs shall not be eligible for holiday compensation during that payperiod. 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 Leave or Paid Family Care 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 Paid Family Care 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 employee shall accrue vacation hours in accordance with the following accrual rate schedule.

<i>Length of Service</i>	<i>Payperiod 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 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. Vacation shall be taken in increments of one week unless otherwise approved by the department head. Employees shall request vacation at least three days in advance.

7.2.2.1. *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.

7.2.3. *Maximum Vacation Accumulation*—

7.2.3.1. *Through July 4, 2013*—An employee may accumulate for any reason no more than 30-working days or 240-working hours of vacation leave as unused vacation. Unused vacation leave earned by an employee in excess of the maximum accumulation amount on January 1st of each calendar year shall be paid to the employee in time off or in compensation to the employee during January 2013.

7.2.3.2. *Effective July 5, 2013*—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.

7.2.3.3. *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).

7.2.3.4 *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.

Time may be sold twice annually in May and November.

7.2.3.5 *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.

7.4. *Bereavement Leave*—Each regular employee may take leave without loss of pay for the purpose of attending the funeral of any member of his/her immediate family, as defined below. Effective 7/1/2000 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.

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.

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, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In addition, the department head may grant the above described leave in the event of the illness or disability, or for funeral of someone other than those persons designated if, in the department head's opinion, there exists an extraordinarily close relationship between the employee and such person.

7.5. *Sick Leave*—An employee who is absent from work and who is temporarily and/or partially disabled from performing work as a result of personal injury or illness and which injury or illness necessitates the employee's absence from work, shall be eligible

to receive sick leave without loss of salary or benefits. Sick Leave for part-time regular employees is prorated.

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 payperiod up to a maximum accrual of 1200 hours. An employee who worked less than full-time during the payperiod shall be credited with sick leave on a pro-rated basis for all paid time during the payperiod.

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*—

7.5.4.1. *Usual Verification*—An employee requesting paid sick leave shall provide such verification of the injury or illness as is satisfactory to the department head. Usually, such verification shall be in the form of a leave request form.

7.5.4.2. *Doctor's 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 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.

7.5.4.3. *Required Verification of Illness*—The City may require verification of illness at any time, including a physician's note but only under the conditions when 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.

7.6. *Medical Appointments 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.

- 7.6.1. *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.
- 7.6.2. *Affidavit of Leave*—The employee requesting such leave shall submit a sick leave request form describing the need for the appointment.
- 7.6.3. *Leave Confirmation*—The City reserves the right to confirm or verify any appointment for which such leave is authorized.
- 7.6.4. *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.
- 7.7. *Sick Leave as Family Care Leave*—Employees accrue sick leave each year as defined in the sick leave Article of this Memorandum of Understanding. In recognition of Labor Code 233, effective 11/2000, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member. A family member, as defined in Labor Code 233, shall include the employee's spouse, child, mother, and father. This leave may run concurrently with any family care leave permitted under federal or state law. The combined total of hours taken for family care purposes pursuant to Labor Code section 233, including any leave used from the Paid Family Care Leave provision, if eligible, shall not exceed half of the employee's combined annual allotment of sick leave and Paid Family Care Leave.
- 7.8. *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:
 - 7.8.1. *Use of Accumulated and Unused Sick Leave*—An employee shall be entitled to use accumulated and unused sick leave hours to receive full compensation for all hours the employee is scheduled to work but is unable to work. Upon exhausting unused sick leave hours, an employee may use accumulated and unused vacation and/or compensatory time on record to receive full pay for all hours worked until the employee becomes eligible to apply for long-term disability benefits or is able to return to work, whichever occurs first.
 - 7.8.2. *Workers' Compensation Benefits*—Employees shall be eligible to receive workers' compensation disability benefits in accordance with the State of California workers' compensation laws. Employees who are using accumulated or unused sick leave, vacation leave, and/or compensatory hours, shall assign all workers' compensation proceeds to the City and shall have their sick leave, vacation and/or compensatory hours reimbursed on a dollar-for-dollar basis.
 - 7.8.3. *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.

- 7.9. *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.
- 7.10. *Maternity/Paternity and Child Bonding Leave*—An employee will be granted leave in accordance with applicable Federal and State laws.
- 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 a.m. to 5:00 p.m., 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 Reimbursement 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.
- 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. *Communications Center Personal and Professional Development Expense Reimbursement*— In each fiscal year, all bargaining unit employees shall be eligible to receive \$500 for personal and professional development. The reimbursement shall be used for professional reference materials, outside training, extra coursework, personal electronic equipment, when utilized for work-related purposes, health and wellness, and

professional organization membership. This reimbursable allowance shall be paid in accordance with PERL (Public Employees; Retirement Law) and the IRS tax code. Employees shall provide receipts to their Department Head for approval. Employees who have submitted their intent to separate from the City shall not be eligible for any remaining reimbursements during that fiscal year.

Article 10. **R**ecreational **F**acilities and **C**lasses

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).

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).

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.

Article 11. **R**eplacement and **R**eimbursements

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 \$600 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 \$240 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; thongs, house shoes, slippers, or other footwear with exposed toes.
- 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*—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. Those employees who possessed a Class B license as of 8/1/1996 will be required to maintain the 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 employed in the Public Works Department may receive a \$25 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 a department other than Public Works.

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.
 - 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*—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.

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.
- 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:

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- 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.

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- 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 for Disciplinary Matters

- 20.1. *Definition of Grievance*—A grievance is defined as any disciplinary action and/or 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.
 - 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).
- 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.

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- 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 within 15 calendar days of the date the grievance is raised with the immediate supervisor, the employee shall have the Union Steward submit a formal written grievance to the employee’s second-line supervisor. If the employee chooses to formally pursue the grievance, it shall be presented by the Union Steward, in writing 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 Steward designated as the grievant representative in the processing of the grievance.
- 20.3.3. *Step 3: Response to Formal Grievance*—Within 15 calendar days of receipt of the written grievance, the second-line supervisor or their designee shall return a copy to the Union Steward and the employee with an answer in writing. 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.
- 20.3.4. *Step 4: Department Head*—An employee dissatisfied with the decision of the second-line supervisor in Step 3 may have the Union Steward 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 Steward within 15 calendar days from the date of its receipt.
- 20.3.5. *Step 5: City Manager*—If the employee is dissatisfied with the decision of the department head in Step 4, the written grievance may be submitted by the union Steward through the department head 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 Steward regarding the grievance in writing within 15 calendar days of its receipt. Within this period, at the City Manager’s discretion, an informal hearing involving the parties to the dispute may be conducted. The decision of the City Manager or designee is final.
- 20.3.6. *Appeal of the City Manager’s Decision*—The decision of the City Manager or designee may be appealed by the Union only if it is in compliance with section 20.4.

- 20.4. *Appeal Rights*—A regular, non-probationary employee may appeal the final disciplinary decision of the appointing authority to binding arbitration so long as all the following steps are fully complied with.
- 20.4.1. *Level of Discipline*—The discipline imposed consisted of a termination, demotion, suspension of more than 5 days, or any other type of discipline that results in a loss of pay of more than 5 days.
- 20.4.2. *Written Request*—The Union Steward must submit a written request for arbitration to the department head, with a copy to the Director of Human Resources which must be received no later than 15 calendar days following the date of the notice of imposition of discipline. If this written request is not received by the department head and the Director of Human Resources within this time frame, the appeal will be waived.
- 20.4.3. *Union Representation*—The union must sign the written request for arbitration signifying that it intends to represent the employee during all arbitration proceedings arising from the request for arbitration.
- 20.4.4. *Selection of an Arbitrator*—An arbitrator will be selected by the union and the City by mutual agreement from a list of arbitrators who are current members of the National Academy of Arbitrators, and who have at least 5 years of experience handling arbitrations for local public agencies. If the parties cannot agree on a prospective arbitrator, they shall request a list of no less than 7 arbitrators from the California State Mediation and Conciliation Bureau, each of whom is a current member of the National Academy of Arbitrators, and who has at least 5 years of experience handling arbitrations for local public agencies. The parties will attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, they shall alternately strike the name of one arbitrator until one name remains, who will be the arbitrator selected.
- 20.4.5. *Payment of Costs*—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.
- 20.4.6. *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.

20.4.7. *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. **S**everability

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 22. **A**greement, **M**odification, or **W**aiver

22.1. *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.

22.2. *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.

22.3. *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 23. Signatures

Signed this _____ day of _____ 2017

For the Union-AFSCME:

For the City:

Michael Floyd, Business Agent

LaTanya Bellow, Lead Negotiator

Michael Alan Patrick

Marissa Jordan

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	
Assistant Electrical Technician.....	X	
Building Inspector.....	X	
Building Maintenance Craftsworker.....	X	
Building Maintenance Custodian.....	X	
Communications Dispatcher.....	X	
Community Services Site Coordinator.....	X	X
Cultural Arts Specialist.....		X
Electrical Technician.....	X	
Engineering Technician.....	X	
Equipment Mechanic.....	X	
Equipment Operator.....	X	
Groundsperson.....	X	
Lead Building Maintenance Custodian.....	X	
Lead Electrical Technician.....	X	
Lead Equipment Mechanic.....	X	
Lead Park Maintenance Worker.....	X	
Lead Public Works Maintenance Worker.....	X	
Librarian I.....	X	X
Librarian II.....	X	
Library Assistant I.....	X	X
Library Assistant II.....	X	X
Literacy Services Coordinator.....	X	
Maintenance Craftsworker.....	X	
Office Specialist.....	X	X
Parking System Technician.....	X	
Park Maintenance Worker.....	X	
Permit Technician.....	X	
Planning Technician.....	X	
Preschool Teacher I.....	X	
Preschool Teacher II.....	X	
Public Works Inspector.....	X	
Public Works Maintenance Worker.....	X	

Title	Full-time	Part-time
Recreation Leader II.....		X
Recreation Leader III.....		X
Recreation Leader IV	X	X
Senior Building Inspector	X	
Senior Building Maintenance Custodian	X	
Senior Electrical Technician	X	
Senior Park Maintenance Worker	X	
Senior Public Works Maintenance Worker	X	
Supervising Communications Dispatcher.....	X	
Supervising Library Specialist	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		
Assistant Electrical Technician		x	x
Building Inspector	x	x	
Building Maintenance Craftworker		x	
Building Maintenance Custodian		x	
Communications Dispatcher	x		
Community Services Site Coordinator	x		
Cultural Arts Specialist			
Electrical Technician		x	x
Engineering Technician			
Equipment Mechanic		x	x
Equipment Operator		x	x
Groundsperson		x	
Lead Building Maintenance Custodian		x	
Lead Electrical Technician		x	x
Lead Equipment Mechanic		x	x
Lead Park Maintenance Worker		x	
Lead Public Works Maintenance Worker		x	x
Librarian I	x		
Librarian II	x		
Library Assistant I	x		
Library Assistant II	x		
Literacy Services Coordinator	x		
Local History Specialist	x		
Maintenance Craftworker		x	
Office Specialist	x		
Parking System Technician	x	x	
Park Maintenance Worker		x	
Permit Technician	x	x	
Planning Technician	x		

Title	Bilingual Pay	Uniforms	Class A CDL
Preschool Teacher	x		
Public Works Inspector	x		
Public Works Maintenance Worker		x	x
Recreation Leader II	x		
Recreation Leader III	x		
Recreation Leader IV	x		
Senior Building Inspector	x	x	
Senior Building Maintenance Custodian		x	
Senior Electrical Technician		x	x
Senior Park Maintenance Worker		x	
Senior Public Works Maintenance Worker		x	x
Supervising Communications Dispatcher	x		
Supervising Library Specialist	x		
Sweeper Operator		x	x
Tree Trimmer		x	

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				
Assistant Electrical Technician		x	x	x
Building Inspector		x	x	
Building Maintenance Craftworker		x	x	
Building Maintenance Custodian		x	x	
Communications Dispatcher				
Community Services Site Coordinator				
Cultural Arts Specialist				
Electrical Technician		x	x	x
Engineering Technician		x	x	
Equipment Mechanic	x	x	x	x
Equipment Operator		x	x	x
Groundsperson		x	x	x
Lead Building Maintenance Custodian		x	x	
Lead Electrical Technician		x	x	x
Lead Equipment Mechanic	x	x	x	x
Lead Park Maintenance Worker		x	x	x
Lead Public Works Maintenance Worker		x	x	x
Librarian I				
Librarian II				
Library Assistant I				
Library Assistant II				
Literacy Services Coordinator				
Local History Specialist				
Maintenance Craftworker		x	x	
Office Specialist				
Parking System Technician		x	x	
Park Maintenance Worker		x	x	x
Permit Technician		x		
Planning Technician				
Preschool Teacher				

<i>Title</i>	<i>Tools</i>	<i>Safety Shoes</i>	<i>Rx Safety Glasses</i>	<i>Reimburse Class A or B CDL</i>
Public Works Inspector		x	x	
Public Works Maintenance Worker		x	x	x
Recreation Leader II				
Recreation Leader III				
Recreation Leader IV				
Senior Building Inspector		x	x	
Senior Building Maintenance Custodian		x	x	
Senior Electrical Technician		x	x	x
Senior Park Maintenance Worker		x	x	x
Senior Public Works Maintenance Worker		x	x	x
Supervising Communications Dispatcher				
Sweeper Operator		x	x	x
Tree Trimmer		x	x	x

Appendix E

Salary Schedule

Effective July 1, 2017

JOB TITLE	JOB CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	A480	22.79	23.95	25.14	26.41	27.72
ACCOUNTING ASSISTANT II	A225	25.07	26.32	27.63	29.02	30.46
BUILDING INSPECTOR	A135	39.06	41.01	43.07	45.23	47.48
BUILDING INSPECTOR, SENIOR	A400	42.66	44.79	47.03	49.39	51.85
BUILDING MAINTENANCE CRAFTSWORKER	A465	30.17	31.68	33.27	34.94	36.68
BUILDING MAINTENANCE CUSTODIAN	A140	22.17	23.27	24.43	25.66	26.93
BUILDING MAINTENANCE CUSTODIAN, LEAD	A190	28.07	29.47	30.95	32.49	34.10
BUILDING MAINTENANCE CUSTODIAN, SENIOR	A320	24.40	25.62	26.90	28.24	29.66
BUILDING PLAN REVIEWER	A690	40.91	42.95	45.10	47.36	49.73
COMMUNICATIONS DISPATCHER	A150	32.74	34.38	36.10	37.90	39.80
COMMUNICATIONS DISPATCHER, SUPERVISING	A365	38.63	40.56	42.59	44.71	46.95
COMMUNITY DEVELOPMENT SPECIALIST	A660	36.65	38.47	40.39	42.41	44.53
COMMUNITY SERVICES SITE COORDINATOR	A640	22.18	23.29	24.46	25.69	26.98
CULTURAL ARTS SPECIALIST	A650	30.26	31.78	33.35	35.03	36.78
ELECTRICAL TECHNICIAN	A160	36.81	38.65	40.58	42.60	44.74
ELECTRICAL TECHNICIAN, ASSISTANT	A120	27.15	28.52	29.94	31.45	33.01
ELECTRICAL TECHNICIAN, LEAD	A335	45.39	47.67	50.06	52.56	55.19
ELECTRICAL TECHNICIAN, SENIOR	A500	40.38	42.39	44.51	46.73	49.08
ENGINEERING TECHNICIAN	A167	30.40	31.91	33.52	35.20	36.95
EQUIPMENT MECHANIC	A170	31.38	32.94	34.59	36.33	38.14
EQUIPMENT MECHANIC, LEAD	A345	33.97	35.67	37.46	39.34	41.30
EQUIPMENT OPERATOR	A175	31.47	33.02	34.68	36.42	38.23
GROUNDSPERSON	A505	28.64	30.08	31.57	33.16	34.81
LIBRARIAN I	A210	29.15	30.62	32.15	33.74	35.44
LIBRARIAN II	A240	32.08	33.68	35.37	37.14	39.00
LIBRARY ASSISTANT I	A220	22.90	24.04	25.25	26.51	27.83
LIBRARY ASSISTANT II	A215	25.28	26.54	27.88	29.27	30.74
LIBRARY SPECIALIST, SUPERVISING	A670	29.93	31.43	33.00	34.65	36.39
LITERACY SERVICES COORDINATOR	A445	32.93	34.58	36.31	38.12	40.04
MAINTENANCE CRAFTSWORKER	A280	30.17	31.68	33.27	34.94	36.68
OFFICE SPECIALIST	A295	23.62	24.80	26.05	27.35	28.72
PARK MAINTENANCE WORKER	A250	25.50	26.78	28.12	29.51	31.00
PARK MAINTENANCE WORKER, LEAD	A195	30.35	31.87	33.46	35.13	36.89
PARK MAINTENANCE WORKER, SENIOR	A350	27.32	28.69	30.12	31.62	33.21
PARKING SYSTEM TECHNICIAN	A245	30.35	31.87	33.46	35.13	36.89
PERMIT TECHNICIAN	A460	34.52	36.24	38.07	39.96	41.96
PERMIT TECHNICIAN, SENIOR	A700	36.72	38.56	40.49	42.51	44.64
PLANNING TECHNICIAN	A462	34.52	36.24	38.06	39.95	41.95
PRESCHOOL TEACHER I	A495	20.21	21.23	22.29	23.40	24.57
PRESCHOOL TEACHER II	A680	22.24	23.35	24.51	25.75	27.03
PUBLIC WORKS INSPECTOR	A310	39.06	41.01	43.07	45.23	47.48
PUBLIC WORKS MAINTENANCE WORKER	A275	25.50	26.78	28.12	29.51	31.00
PUBLIC WORKS MAINTENANCE WORKER, LEAD	A200	30.35	31.87	33.46	35.13	36.89
PUBLIC WORKS MAINTENANCE WORKER, SENIOR	A360	27.32	28.69	30.12	31.62	33.21
RECREATION LEADER II	A610	12.09	12.70	13.34	14.01	14.71
RECREATION LEADER III	A620	14.13	14.84	15.58	16.36	17.19
RECREATION LEADER IV	A515	18.39	19.31	20.26	21.27	22.34
SWEEPER OPERATOR	A370	29.69	31.18	32.74	34.37	36.09
TREE TRIMMER	A375	30.58	32.13	33.72	35.40	37.17
VAN DRIVER	A510	15.61	16.39	17.22	18.08	18.98

Appendix G

Side Letter: Certification Pay

Supersedes Appendix C & F of AFSCME MOU 2014-2017

The City of South San Francisco, following discussions with the union, hereby agree to add eligibility for certification pay for the job classifications of Equipment Operator (CWEA, Sign and Pavement and NASSCO PACP) and Lead Building Maintenance Custodian (HVAC). The parties agree that the effective date will be pursuant to 4.9.4. *Incentive Pay Effective Date* but not earlier than January 1, 2016.

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, Plans Examiner; 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 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)	Public Works Inspector	Unlimited
Certified Municipal Arborist through International Society of Arboriculture	Groundsperson Tree Trimmer	Up to 2 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

Certification	Eligible Classifications	Number of Certifications Available at a Time
Qualified Applicator's Certificate through California Department of Pesticide Regulation	Park Maintenance Worker Senior Park Maintenance Worker Park Maintenance Craftsworker	Up to 5 employees
HVAC Service Technician through Building Operator Certification	Lead Building Maintenance Custodian Building Maintenance Craftsworker	Up to 2 employees
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	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
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	Supervising Communications Dispatcher	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.

Published by
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