

TENTATIVE AGREEMENT
between
The City of South San Francisco
and
Teamsters Confidential Unit
August 31, 2022 (v2)

The City of South San Francisco and the Teamsters Confidential Unit (collectively referred to as “parties”) agree to the following changes to the MOU in settlement of negotiations for a successor agreement:

1. Term

Two years: July 1, 2022 – June 30, 2024

2. Wages

3.2 *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:

- Effective the first full pay period following the adoption of the MOU by Council: six percent (6%)
- Effective the first full pay period of July 2023: four percent (4%)

3. Retroactivity

Maintain Current Contract Language: There will be no retroactive across-the-board base pay adjustments.

4. Market Increases

New article. Tentatively 3.3.

Market Increases—Members of the bargaining unit shall receive market adjustments in the amounts as follows effective the first full pay period following the adoption of the MOU by Council:

Admin Assistant I, II, Senior	3%
City Clerk Records Technician	3%
Deputy City Clerk	3%
Executive Assistant to City Manager	3%
H.R. Technician	3%
Computer Services Technician Classifications	0%

Market adjustments will be added to across-the-board (cost of living) increases to arrive at the year one salary increase. For example, under the terms of this tentative agreement, the Executive Assistant to the City Manager will receive a 9.0% salary increase effective the first full pay period after Council approval of this MOU.

1. Computer Services Technician Classifications

New article. Placement TBD.

The City agrees to perform a class and compensation study for the Computer Services Technician Classifications prior to June 30, 2023.

2. Compensation Survey

New article. Placement TBD.

Compensation Survey—The City agrees to meet with the Union no later than November 2023 to discuss parameters for a compensation survey and to try to reach agreement on elements of a survey for use in successor MOU negotiations. Although the parties will endeavor to reach agreement, this discussion is not subject to meet and confer and the City is not obligated to conduct a survey.

3. Bilingual Pay

3.7.1. *Classifications Eligible for Bilingual Incentive Pay*—Positions eligible for bilingual incentive pay must be those that have regular contact with the public.

3.7.1.1 *Prior Additional Eligibility Criteria*—Those classifications that are eligible for bilingual incentive pay are identified below and include any title changes that may occur during the life of this agreement.

- Administrative Assistant I
- Administrative Assistant II
- City Clerk Records Technician
- Data Business Systems Specialist
- Deputy City Clerk
- Executive Assistant to the City Manager
- Human Resources Technician
- Senior Administrative Assistant

3.7.1.2 *Effective 2022*—Effective the first full pay period after Council approval of this MOU, any employee who is routinely and consistently assigned to a position that requires communication skills other than English may be eligible for bilingual pay. Determining whether an employee's assigned position requires communications skills other than English is at the sole discretion of the Department Head, with final approval by the City Manager. This

provision shall not affect the eligibility of any employee who received bilingual pay prior to the first full pay period after Council approval of this MOU.

4. Juneteenth

Subject to Council approval by resolution, the City will observe Juneteenth as a holiday beginning in 2023. Juneteenth shall be added to Article 5.1 – Observed Holidays.

5. Education Reimbursement

4.10 *Education Expense Reimbursement Program*—An employee who takes a course at an accredited institution of learning shall be eligible to receive reimbursement up to \$2,000 per fiscal year, for the costs of tuition, fees, and course materials. If such costs exceed \$2,000 per fiscal year, the City shall reimburse the employee up to 50% of the additional cost up to a total of \$5,000.

6. Professional Development Expense Stipend

New article. Placement TBD.

Article XX. Professional Development Expense Stipend

In each fiscal year, all bargaining unit employees shall receive a \$500 stipend for professional development. The stipend shall be used for professional reference materials, outside training, extra coursework, and professional organization membership. Stipends shall be paid in the first full pay period in January of each year, and shall not be prorated for new employees. Employees who have submitted their intent to separate from the City shall not be eligible for this stipend.

7. Non-Discrimination

New article. Placement TBD.

Article XX. Non-Discrimination

XX.1 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.

XX.2 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry,

citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or taking leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status or characteristic protected by state or federal law.

8. Discipline

Article 16. Discipline

The City shall only take disciplinary action against a regular, non-probationary employee for just cause following the procedures set forth in the City of South San Francisco Personnel Rules and Regulations. Disciplinary action shall include but is not limited to written reprimand, suspension, demotion, reduction in pay, and termination.

New Article

Article 17. Appeal Procedure for Final Disciplinary Action

Appeals of final discipline (in the form of suspensions, demotions, reductions in pay, and terminations) are subject to the following procedures:

17.1 *Submission of Appeal*—An employee may appeal a disciplinary action by submitting a written request with the Director of Human Resources within fifteen calendar days from the date the notice of discipline was served on the employee.

17.2 *City Manager Review*—Within fifteen days from receiving the employee's written appeal, the City Manager or designee shall respond to the employee regarding the disciplinary action in writing. Within this period at the City Manager's discretion, an informal hearing involving the employee may be conducted. For suspensions of five days or less or other lesser disciplinary actions, the City Manager or designee's review is final.

17.3 *Arbitration*—For appeals of terminations, demotions, suspensions of more than five days, or any other type of discipline that results in a loss of pay for more than five days, if the City Manager or designee's review did not resolve the appeal to the satisfaction of the employee, the employee or Union, on the employee's behalf, must inform the Human Resources Director of the employee's intent to proceed to arbitration in writing within ten calendar days from the date of the City Manager's response.

17.3.1 *Selection of Arbitrator*—An arbitrator shall be selected by mutual agreement or by requesting a list of no less than 5 arbitrators from the California State Mediation and Conciliation Service, each of whom must have 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, each party shall cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the Arbitrator.

17.3.2 *Payment of Costs*—If the Union is representing the employee in the disciplinary appeal, 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.

17.3.3 *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.

17.3.4 *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.

9. Grievance Procedure

Needs renumbering.

Article 17. Grievance Procedure

17.1. *Definition of Grievance*—A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of the MOU between the City and the Union, excluding however, those provisions of the MOU which specifically provide that the decision of any City official shall be final, and where the MOU includes a procedure that governs the dispute.

- The grievance process does not cover decisions within management rights, such as: (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).

17.2. *General Conditions*—

- 17.2.1. *Extended Time Limits*—Any time limit set forth in this article may be extended by mutual written agreement between the City and the Union.
- 17.2.2. *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.
- 17.3. *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.
- 17.3.1. *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.
- 17.3.2. *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.
- Within 15 calendar days of receipt of the written grievance, the second-line supervisor or 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.
- 17.3.3. *Step 3: Department Head*—An employee dissatisfied with the decision of the second-line supervisor in Step 2 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.
- 17.3.4. *Step 4: City Manager*—If the employee is dissatisfied with the decision of the department head in Step 3, the written grievance may be submitted by the Union Steward 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, subject to the below appeal provision.

17.4. *Binding Arbitration*—The Union may appeal the City Manager or designee's decision on the grievance to binding arbitration so long as all the following steps are fully complied with.

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

17.4.2. *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.

17.4.3. *Selection of an Arbitrator*—An arbitrator will be selected by the union and the City by mutual agreement or by requesting a list of no less than 5 arbitrators from the California State Mediation and Conciliation Service, each of whom must have 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, each party shall cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the Arbitrator.

17.4.4. *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.

17.4.5. *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions. Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City's rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.

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

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10. Paid Family Leave

New article. Placement TBD.

Paid Family Leave – During the first year of the term of the MOU, the City shall implement a paid family leave benefit to provide partial wage replacement for up to eight (8) weeks for the purposes of caring for a seriously ill family member, bonding with a newly born child, adopted child, or fostered child, or to attend to a qualifying exigency related to covered active military duty of a family member. The Paid Family Leave benefit calculation shall be equivalent to that of the California State EDD benefit.

11. Discretionary Benefit Option

Add language to Article 4.4

In the event the parties discover that contributions to the employee's deferred compensation account are not eligible under IRS rules, the parties will promptly meet and confer to bring the plan into compliance

12. Clean Up


Incorporate all operative side letters (if any); re-number sections where needed; other language clean up by mutual agreement.

13. Status Quo

All terms and conditions unchanged by mutual agreement remain status quo.

The above is subject to Union ratification and subsequent City Council approval.

TA:



City
9/1/22



Teamsters Confidential