FISCAL YEAR 2014-2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT

AND

COUNCIL 57, LOCAL 829

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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FISCAL YEARS 2014 – 2015, 2015-2016 AND 2016-2017

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ESTERO MUNICIPAL IMPROVEMENT DISTRICT
AND
COUNCIL 57, LOCAL 829
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

This Memorandum of Understanding is entered into by the City of Foster City/Estero Municipal Improvement District (hereinafter referred to as the City/District) and the American Federation of State, County and Municipal Employees, Council 57, Local 829 (hereinafter referred to as the Union or AFSCME) pursuant to and subject to Section 3500 et seq. of the Government Code of the State of California (hereinafter referred to as MOU). The City/District acknowledges that AFSCME is the recognized employee organization which, within the scope of representation, represents the bargaining unit consisting of all regular employees in the classifications listed in Attachment A. Hereinafter "Employees" shall mean employees serving in classifications assigned to the AFSCME bargaining unit as defined above.

The staff representatives of the City/District (hereinafter referred to as Management) and the representatives of the Union have met and conferred in good faith, exchanged proposals, and have agreed to the adjustments to wages, hours, and other terms and conditions of employment for the above described Union. The Union agrees to recommend favorably to its members the adjustments set forth herein, and Management agrees to recommend to the City Council of the City of Foster City/Board of Directors of the Estero Municipal Improvement District (hereinafter referred to as the Council/Board) that the adjustments set forth herein be adopted in full by the Council/Board in the manner and procedure prescribed by law. By their signatures, the representatives of both parties attest to agreement on the adjustments set forth herein.

WAGES AND OTHER COMPENSATION

Section 1 - Wages and Retirement

1.1 Effective July 1, 2014 wages for classes represented by the Union shall be increased by 1.8%
Effective July 1, 2015 wages for classes represented by the Union shall be increased by 2%.
Effective July 1, 2016 wages for classes represented by the Union shall be increased by 2%.
Wage increases for each year will be as set forth in Attachment B.

1.2 The City/District contracted with the Public Employees Retirement System (PERS) to provide the 2.7% at 55 retirement plan for miscellaneous Employees effective October 1, 2007. Upon implementation of the 2.7@55 benefit, the Employee Service Recognition Plan as set forth in Section 15 terminated, except as provided in Section 15.1 (Employees who

retired prior to the implementation of the 2.7% at 55 retirement benefit). Effective January 1, 2013, the City/District no longer offered the 2.7% at 55 retirement benefit formula to new Employees. All miscellaneous Employees hired on or before December 31, 2012 will continue to be afforded the 2.7% at 55 retirement benefit formula. Effective January 1, 2013, the Public Employees Pension Reform Act (PEPRA) requires new miscellaneous Employees to enroll in the 2% at 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies only to a new member. A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to Employees hired before January 1, 2013 as classic members.

1.3 Employee contributions to PERS shall be administered in accordance with Internal Revenue Code Section 414 (h)(2).

1.4 The City/District has contracted with PERS to provide the 4th Level of 1959 Survivor Benefits.

1.5 For Employees hired before January 1, 2013, the City/District shall continue to contract with PERS to provide the Military Service Credit. For Employees hired on or after January 1, 2013, the Military Service Credit is no longer available.

Section 2 - Merit Increases

2.1 Upon satisfactory completion of six (6) months of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible Employees. Each twelve (12) months thereafter, upon the anniversary of such first merit increase, and until the maximum pay range established for the job class has been reached, each Employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the Employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 3 – Probationary Period

3.1 The probationary period for new Employees shall be for a period of not less than twelve (12) months of actual service. The length of the promotional probationary period shall be for a period of not less than six (6) months of actual service. If a promotional probationary Employee is rejected at any time the Employee will maintain the ability to return to his/her previous job if the position is still vacant, as provided in the City/District Personnel Rules and Regulations (hereinafter referred to as City/District Personnel Rules).

3.2 Further provisions regarding probationary periods are found in the City/District Personnel Rules.

Section 4 - Pay for Work in Higher Class

4.1 In order to receive additional compensation for performing duties assigned to a higher job class, all the following conditions must be met:

a. The higher job class must be vacant or filled by another Employee who is absent;
b. The Employee must receive prior written approval from his/her department head before performing such duties;
c. The Employee must be assigned to perform all the duties of the higher job class; and
d. The duration of the assignment shall be for a minimum of five (5) consecutive full working days in that higher job class. Pay shall be retroactive to the first day.

4.2 An Employee who believes he/she is performing all the duties of a vacant position or an absent Employee in a higher class, but has not received prior written approval from his/her department head shall immediately notify his/her department head in writing.

4.3 Compensation for performing duties assigned to a higher job class shall be paid at the first step of that higher class or at a step which is not less than 5% more than the Employee's current rate, whichever is more, provided the maximum pay step is not exceeded. The pay rate established for work in a higher class shall be considered the straight rate of pay for an Employee so assigned.

4.4 The maximum amount of time required to work out of class shall not exceed three (3) months. No Employee shall be required regularly to perform the duties of another classification except in an emergency situation.

Section 5 - Work Week

5.1 The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week. Alternatively and at the discretion of the City/District Manager, eligible Employees may work a 9/80 work schedule under which Employees work nine (9) hour days four (4) days per week, plus one eight (8) hour day once every two weeks. The work week under the 9/80 schedule is defined as 40 hours per week and will start at 12:01 p.m. on Friday. The Alternative Work Schedule Policy located on the City's intranet provides details on the 9/80 schedule.

5.2 An Employee who is required to work in excess of a regularly scheduled work day shall not be required to reduce another regularly scheduled work week in whole or in part to compensate for that additional time worked.

5.3 Hours Off Between Shifts Nothing herein shall prohibit department management from occasionally adjusting regular shift work hours by up to four hours earlier or later or days of a regular shift due to a special event or circumstance with at least 48 hours advance notice to

the affected Employee(s). For example, the 7:00 am to 4:30 pm regular shift could be adjusted to 5:00 am to 2:30 pm or 10:00 am to 7:30 pm.

When Employees are scheduled to work shifts which have been changed, to accommodate business needs of the City/District, eight hours of off-duty time will be scheduled between shifts. If eight (8) hours of time between shifts cannot be granted, all time worked on the second shift shall be paid at the overtime rate of time-and-one-half. Any off-duty time necessary to provide eight (8) hours between shifts will be paid at straight time.

Hours off between shifts shall also apply to Employees attending training, meetings, conferences or any other job related event in which an Employee is required to be present.

5.4 Rest Periods after Extended Shift

An Employee, who works more than fourteen (14) hours during a twenty-four (24) hour period, starting at the beginning of the Employee's regularly scheduled start time, shall be entitled to receive a ten (10) hour rest period before returning to duty. Such rest period shall commence when the Employee goes off duty.

Should the ten (10) hour rest period extend beyond the starting time of the Employee's regular shift, the Employee shall be required to work only the remainder of that shift but shall be compensated as though he/she had worked the entire shift.

Should an Employee who has worked more than fourteen (14) hours in a twenty-four (24) hour period be required to return to duty prior to completion of the ten (10) hour rest period, that Employee shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay for the time remaining in the rest period.

Shifts not filled on a voluntary basis will require Employees to be mandated to work based on seniority from lowest to highest.

5.5 Day Light Savings Time

Employees who work during the twice annual daylight change over period will be given one hour overtime in the fall when their shift is extended by one hour and will need to take one hour of leave in the spring when their shift is reduced by an hour.

Section 6 - Premium / Additional Pays

6.1 Overtime and Compensatory Leave - An Employee who is required to work in excess of the regular working hours during any one work day or who is required to attend a meeting not held during regular working hours (e.g., Planning Commission meeting), shall be compensated by overtime pay at the rate of one and one-half times the Employee's straight rate of pay (e.g., base pay plus any applicable additional pay in Sections 7.1 and 7.2) or by compensatory time off at the rate of one and one-half times the hours worked.

6.2 All work in excess of regular working hours shall be subject to prior approval of the department head.

6.3 Compensatory Leave Accrual - No Employee shall be allowed to accumulate more than 120 hours of compensatory leave (80 straight hours worked).

6.4 Work on a Holiday - An Employee who is required to work on an authorized holiday shall be compensated at the rate of one and one-half times the hours worked in addition to the usual straight time pay for the holiday.

For purposes of determining eligibility for premium pay for work on a holiday, the authorized holiday shall be defined as the day observed by the City/District as an official holiday in accordance with Section 18, or as the actual date of the holiday, but not both.

6.5 Night Shift Differential – Effective July 1, 2001, there shall be a $1.10 per hour shift differential for any maintenance Employees who work non-overtime hours between 10 p.m. and 6 a.m.

6.6 Callback Pay – An Employee recalled to work outside of and not continuous with an Employee's regularly scheduled hours of work shall be paid a minimum of two hours at the rate of one and one-half times the Employee's regular straight-time rate of pay. An Employee shall not receive additional two-hour payments for multiple callbacks that occur within one two-hour period. Pay shall include hours worked only and shall exclude any travel time.

When a maintenance Employee is on the premises prior to the beginning of their scheduled shift and responds to a call to work, they shall be paid at the overtime rate as follows:

a) One hour for work within one hour of the start of their shift.

b) Two hours for work between one and two hours prior to the start of their shift.

6.7 Standby Pay - To provide for operation and maintenance of water and sewer systems, designated Employees shall be available as scheduled based on item j) below. The following rules and regulations are established with regard to "standby pay".

a) Off-hour service (i.e., service outside the Employee's 40-hour work week) shall be provided by standby Employees.

b) Employees shall be specifically assigned standby duty by department management. Department management will first request volunteers and then assign employees based on seniority from lowest to highest. The routine standby period shall be one week. Employees on the standby list who do not wish to work standby on their given date(s) can change or trade the assignment if they can find another eligible Employee to fill his/her

day or week on standby. He/she shall be responsible for notifying management of the replacement in advance. In the event a replacement cannot be found, it is the responsibility of the Employee to work standby as assigned.

c) Standby pay for a regularly scheduled workday (Monday through Friday) shall be $50 per calendar day of standby.

d) Standby pay for a non-regularly scheduled workday (e.g., weekend days, 9/80 day off) shall be $75.

e) In addition to standby pay provided in c) and d), standby Employees who are called for service during off-duty hours by an authorized Employee shall be compensated for hours worked pursuant to Section 6.1 Overtime and Compensatory Leave, based on hours worked only and shall exclude any travel time. Pay or compensatory leave shall not be less than three (3) hours at the rate of time and one-half. The standby Employee shall perform a Yard Check on Saturdays, Sundays and holidays. The Yard Check shall be completed between 6:00 a.m. and 10:00 a.m. Performance of the Yard Check shall adhere to the "Standby S.O.P. For Public Works Maintenance Employees". Employees completing the Yard Check will receive three (3) hours of pay at time and one-half. On weekends or holidays, should the standby Employee be on a call between the hours of 5:00 a.m. to 10:00 a.m., upon resolving the original problem, the Employee shall complete the Yard Check before returning home. In this situation, the Employee will receive the minimum of three (3) hours of pay at time and one-half for completing the call and the Yard Check. There will not be an additional three (3) hours pay at time and one-half for the Yard Check. If the call and the Yard Check exceed three (3) hours, the standby Employee will receive pay for the total hours worked at time and one-half. Standby Employees shall advise the Public Safety dispatcher of arrival and departure from City/District facilities when called for service. If the standby Employee receives an additional call within fifteen (15) minutes of contacting Public Safety Dispatch that he/she is departing from City facilities, the standby Employee will return to the City and continue working at time and one half pay. This will not generate an additional call back minimum. If the standby Employee receives an additional call from Public Safety Dispatch, he/she is still within the three (3) hour time frame from the initial call and sixteen (16) minutes or more have passed since departing City facilities, the Employee will return to the City and be paid for a minimum of two (2) hours at time and one half.

f) Standby Employees may take home a City/District service vehicle to be used only for official business of the City/District. Employees who elect to use a City/District vehicle must sign a Vehicle Use Declaration and Acknowledgement Form.

g) Standby Employees will be covered by Worker's Compensation in accordance with current State law.

h) The City/District shall provide one cell phone to be used by Employees assigned to standby duty. Employees shall be responsible for negligent loss or damage of the standby cell phone.

i) An Employee assigned to standby duty for sewage lift station emergencies, which involve work below ground, shall comply with all the standards and procedures outlined in the City/District's Confined Space Policy which is included in the Citywide Safety Program Manual and which shall comply with all appropriate Federal or State regulations.

j) Routine One-Week Standby Schedule:

Standby Period Schedule	
Monday 4:30 p.m. to 7:00 a.m. Tuesday	14.5 hours
Tuesday 4:30 p.m. to 7:00 a.m. Wednesday	14.5 hours
Wednesday 4:30 p.m. to 7:00 a.m. Thursday	14.5 hours
Thursday 4:30 p.m. to 7:00 a.m. Friday	14.5 hours
Friday 3:30 p.m. to 7:00 a.m. Saturday	14.5 hours
Saturday 7:00 a.m. to 7:00 a.m. Sunday	24.0 hours
Sunday 7:00 a.m. to 7:00 a.m. Monday	24.0 hours
	120.5 hours

k) When a maintenance Employee is called more than once between the hours of 12 midnight and 6 a.m. in any 24 hour period which does not result in a response (no call back pay applies), the Employee shall receive one (1) hour of straight-time pay.

6.8 Court-Time Pay - Senior Community Service Officers subpoenaed to court in their capacity as an Employee of the City/District during off-duty hours shall receive a minimum of four (4) hours paid at a rate of time and one-half. However, if the scheduled court appearance falls within one hour prior to the commencement of his/her scheduled shift, or within one hour after the end of his/her scheduled shift, the Employee shall receive a maximum of two (2) hours paid at a rate of time and one-half.

6.9 Senior Community Service Officers required to be on telephonic standby for purposes of appearing in court during off duty hours, pursuant to a subpoena or at the direction of the District Attorney or the City Attorney shall be paid standby pay at half (1/2) of their overtime pay rate to a maximum of four (4) hours pay at the overtime rate per day.

6.10 Special Assignment Pay – An Employee who performs a substantial portion of specially assigned work that includes lead worker duties including supervising staff, special projects, or other work which may be deemed to be working outside of one's specified job classification, that is otherwise not considered to be working in a higher class as specified in Section 4, shall be eligible to receive up to a 10% differential above the Employee's regular base pay rate, subject to the prior approval of the department head and the City/District Manager. The special assignment must be for a period of not less than two weeks.

6.11 Each premium pay shall be based on the Employee's straight time rate of pay per hour.

6.12 Release Time – When a Maintenance Employee has worked overtime equal to or greater than three (3) hours between the hours of 11:00pm and 7:00am on any one night between Sunday evening and Friday morning, for safety reasons, paid release time will be granted in thirty (30) minute increments equal to the time worked and will not provide for fractions of hours that are less than thirty (30) minutes. The employee and his/her Supervisor shall mutually agree on whether the paid release time will be taken at the beginning or the end of the employees' shift, taking into consideration the maintenance of a safe working environment and needs of the business.

6.13 Special Shift Change (Prearranged – Set Schedule) – A special shift change would require employees to work during traditional graveyard hours for special projects and/or planned service needs. All special shift changes must have a minimum of 120 hours (5 business days) notice. A special shift that exceeds the employees' normal 8 hour work day (9 hours if they are on the 9/80 work schedule) will be paid at time and one half. The special shift that is scheduled will be considered one continuous shift even when it is divided between two calendar days.

Example:

Monday – Normal Shift 7:00AM to 4:30pm
Tuesday – 7:00AM to 2:00PM (7 hours)
Tuesday – 2:00PM – 4:30PM (30 minutes paid release time)
Tuesday – 10:00PM – 11:59PM (10:00PM – 11:59PM Night Shift Differential applies at $1.10 per hour per Section 6.5) (2 hours)
*Total hours paid for on Tuesday is 9.5 hours
Wednesday – 12:00AM – 7:30AM (12:00AM – 6:00AM Night Shift Differential applies at $1.10 per hour per Section 6.5) (7.5 hours)
Wednesday – 7:30AM – 9:30AM (2 Hours paid release time)
*Total hours paid for on Wednesday is 9.5 hours
If an employee works until 8:30AM on Wednesday, he/she will receive one hour of pay at time and a half and one hour of paid release time.
Thursday – Normal Shift 7:00AM to 4:30PM

When there is a Special Shift Change, management will first determine the number of employees required from each Department, Division and Job Classification. Management will first take volunteers by Job Classification and then select employees based on seniority within each job classification to ensure half of the employees on the special shift represent the more senior ranks of the job classification and the other half of the employees on the special shift represent the more junior ranks of the job classification. Management will use reasonable efforts to ensure all employees work one special shift before selecting employees to work a second special shift. The selection process will ensure cross training of all employees.

Section 7 – Certification Accomplishment Pay

Certification pays for Maintenance classifications shall be an annual payment on the payroll check upon renewal. The formula shall take into account that the certification pay amount is to cover a two year period. In order to continue to receive the certification pay, Employees are required to maintain their certification level and provide their direct supervisor with the proper certification renewal documents to maintain certification pay level. Employees failing to recertify and/or not providing documentation of certification renewal will have their certification pay reduced accordingly. To ensure proper processing and no loss of certification pay, all certification documents should be provided to their direct supervisor upon completion of the certification. The supervisor will submit a completed and signed Personnel Action Form to the Finance Department, and the certification pay to the Employee shall be made upon the Finance Department's receipt of the Personnel Action Form.

7.1 Employees in the maintenance classifications who earn City-approved and endorsed certifications, or who successfully renew their existing certifications, are eligible to earn certificate pay as follows:

Department of Health Services (DOHS), California Water Environment Association (CWEA) and California Water Pollution Control Association (CWPCA)

Grade 1 - $200
Grade 2 - $100
Grade 3 - $100
Grade 4 - $100
Grade 5 - $100

Qualified Applicator Certificate Holder (QAC) - $200
Pesticide Control Advisor Certificate Holder (PCA)- $300
Backflow Prevention License - $300
Certified Arborist - $200
Certified Playground Safety Inspector - $200
TCSA Sign & Markings Certificate Level 3 - $200
Level III Traffic Control Advisors Certificate - $200

Building Operator Certification (BOC) - $200 (if a Building Maintenance Employee has this certification prior to July 1, 2014 and provides documentation to their Department Head no later than July 10, 2014, the employee will be eligible for the certificate pay effective July 1, 2014).

Public Works Maintenance Worker II job specifications require at least one of the following:

Water:
Grade 1 ($200) or Grade 2 ($100) Water Distribution Certificate (State of California)
Back Flow Prevention Device Testing License

Wastewater:
Grade 1 ($200) or Grade 2 ($100) Wastewater Collections Certificate (CWPCA)

Streets/Lagoons:
Qualified Applicator Certificate (QAC) - $200
Level III Traffic Control Advisors Certificate - $200

Public Works Lead Maintenance Worker job specifications require possession of one of the following:

Qualified Applicator Certificate (QAC) - $200
CWEA Grade 2 - $100
California Department of Public Health (CDPH) Grade 2 - $100

Employees may earn or successfully renew multiple certifications and are eligible for multiple certificate pays to a maximum of $500 over a two-year period. In the case of DOHS, CWPCA & CWEA Certifications, an Employee who passes a higher grade level before a lower one is entitled to the aggregate amount (e.g. if an employee does not hold a Grade 1 certificate but takes and passes Grade 2, he/she is entitled to $300).

7.2 Employees in the building inspection classifications who earn City-approved and endorsed certifications listed from a recognized model code certification program are eligible to earn certificate pay as follows:

a) $100/month	Building, Plumbing, Electrical and Mechanical Inspector
b) Additional $100/month	Either Building Plans Examiner or Certified Access Specialist issued by the State of California; or Build it Green New Home or a Leed Accredited Professional.
c) Additional $100/month	Any one certificate listed in b) that has not been previously earned or a combination of two (2) of the following: Pre-stressed Concrete Special Inspector Reinforced Concrete Special Inspector Structural Masonry Special Inspector

Structural Steel/Welding Special Inspector
Spray-Applied Fireproofing Special Inspector
Electrical Plans Examiner
Plumbing Plans Examiner
Mechanic Plans Examiner
Green Building Plans Examiner
Fire Plans Examiner
Certified Building Official
Certified Fire Marshal
Fire Inspector I or II
Green Building Inspector
CalEMA-SAP Disaster Response Inspector

The maximum certificate pay is $300 per month. Employees holding certificates listed in Section 7.2 on July 1, 2013 were immediately eligible for the certification accomplishment amounts listed in Section 7.2 upon submission of supporting documentation to their direct supervisor.

Section 8 - Flexible Benefits Plan

8.1 The City/District shall offer a Flexible Benefits Plan and make monthly contributions for employee benefit allowances for allocation to health, dental, optional vision insurance premiums, deferred compensation, health and dependent care reimbursement accounts and/or VEBA Trust as follows:

Employee and Family Members Enrolled in Medical Plan Choice	Contribution Amount 7-1-14	Contribution Amount 1-1-15	Contribution Amount 1-1-16	Contribution Amount 1-1-17
No Plan	$632	$664	$710	$767
Employee Only	$837	$879	$940	$1,016
Employee + One	$1203	$1,263	$1,352	$1,460
Employee + Two or More	$1520	$1,596	$1,708	$1,844

Effective January 1, 2015, the City/District contribution increases by 5% for the 2015 calendar year (January 1, 2015 – December 31, 2015).
Effective January 1, 2016, the City/District contribution amount increases by 7% for the 2016 calendar year (January 1, 2016 – December 31, 2016).
Effective January 1, 2017, the City/District contribution increases by 8% for the 2017 calendar year (January 1, 2017 – December 31, 2017).

8.2 Employees who have any leftover benefit allowance available after deducting all selected plan premium amounts may annually choose to allocate remaining funds into one of the following funds or a combination of funds: (1) a 457 deferred compensation account; (2) a flexible spending account (Section 125 plan), provided the allocations are within the IRS

limits; or (3) a VEBA plan provided the employee is participating in the VEBA and the contribution amount does not exceed the maximum contribution amount as determined in Section 17.

8.3 The City will assume the third party administration costs for participation in the health and/or dependent reimbursement plans. A plan participant is defined as any member for whom the third party plan administrator charges a fee. This provision does not apply to the VEBA program which is covered in Section 17 of this MOU.

8.4 Family members include state-registered domestic partners and their dependents as recognized by the State of California.

8.5 Employees who opt out of health plan coverage through the City must annually provide proof of insurance through a spouse or state-registered domestic partner in order to be eligible for the "no plan" contribution amount in Section 8.1.

Section 9 - Long Term /Accident Disability Insurance

9.1 The City/District shall pay the full premium amount necessary to provide Long Term Disability (LTD) insurance for Employees.

9.2 Additional accident disability benefits can be purchased at the Employee's option. The City/District shall provide the option of allowing the Employee to purchase such benefits on a pre-tax basis as part of the Flexible Benefits Plan provided in section 8 in accordance with IRS regulations. Otherwise, such benefits shall be purchased by the Employee on an after-tax payroll deduction basis.

Section 10 - Life Insurance Premium

10.1 The City/District shall pay the full premium amount necessary to provide $75,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D) insurance for each Employee.

10.2 Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

Section 11 - Sick Leave Payment

General Provisions

11.1 Employees who have completed six (6) months of service and terminate their employment in good standing shall receive compensation for unused sick leave in a sum equal to twenty-five percent (25%) of the prescribed value of unused sick leave.

11.2 The prescribed value of unused sick leave shall be calculated as follows:

- 25% of the total dollar value of sick leave at the rate of pay at the time of termination will be the sick leave payment.

Sick Leave Provisions and the 401(a)(h) Plan
Sick Leave Provisions Upon Discontinuation of 401(a)(h) Plan

11.3 Effective July 1, 2001 the 401(a)(h) plan was discontinued and when it was discontinued, "side car" contributions could no longer be made to the 401(a)(h). The "side car" program continued and "side car" sick leave reserve balances could only be used as sick leave. Effective July 1, 2013, any remaining "side car" sick leave reserve balances were paid to Employees with remaining balances. The City contributed the "side car" funds directly into the employees' 457 deferred compensation plan, and the "side car" program no longer exists.

11.4 Effective July 1, 2001, any Employee who has completed six (6) months of service and who separates from the City in good standing will receive compensation for 25% of the sick leave accrual on the books as of the date of retirement or separation as described in Sections 11.1 and 11.2.

Section 12 - Employee Assistance Program (EAP)

12.1 The City/District and the Union have a mutual interest in the health and welfare of its Employees. To this end, both parties will work cooperatively to utilize the employee assistance program as described in the City/District Employee Assistance Program Combined Evidence of Coverage and Disclosure Form. The City bears the full cost of the program and reserves the right to modify benefits and change providers of the EAP at its discretion, based on cost and service considerations. The City/District will give notice and seek input and feedback from the Union prior to implementing changes in providers or benefits. State-registered domestic partners and their dependents as recognized and allowable by the EAP provider are considered eligible family members for EAP benefits.

Section 13 - Voluntary Deferred Compensation Program

13.1 AFSCME Employees shall be eligible to participate in the City/District voluntary deferred compensation program in accordance with Internal Revenue Code Section 457 (457 Plan). Information about the 457 Plan options is available on the City's intranet. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

Section 14 – Reserved

Section 15 – Employee Service Recognition Plan

15.1 Effective July 1, 2001, the City/District implemented an Employee Service Recognition Plan to recognize Employees' length of service with the City and to offset retiree medical costs for Employees who retire from the City. Effective October 1, 2007, the City adopted the 2.7% at 55 retirement benefit and amended this provision to only apply to those Employees who retired from City/District service prior to the implementation of the 2.7% at 55 retirement benefit.

15.2 Employees eligible for the Employee Service Recognition Plan who retire from the City/District as defined by P.E.R.S., whether for a normal retirement or an industrial disability retirement, shall receive a monthly benefits payment as outlined in the table in Section 15.3 below starting at the beginning of the first calendar month following retirement.

15.3 Effective July 1, 2006 the monthly benefit payments for the Employee Service Recognition Plan shall be as follows:

Years of Service Upon Retirement	Monthly Benefit Amount
Day 1, Year 10 through Year 14	$125
Day 1, Year 15 through Year 19	$200
Day 1, Year 20 through Year 24	$275
Day 1, Year 25 and thereafter	$350

15.4 The monthly benefit as described in Section 15.3 is payable to the Employee up until the Employee's death. Benefits shall cease on the first day of the calendar month following the Employee's death.

15.5 Prior to implementation of the Plan, the City/District determined a third party administrator was not necessary to establish and administer the Plan. If the City/District makes a contrary determination in the future, such decision will be discussed upon mutual consent with the Union prior to implementation and will be mutually agreed upon. If a third-party administrator is used, any recurring administrative fees associated with administering the plan shall be paid by the participating Employees. The City/District shall also strive to implement the Plan in accordance with Internal Revenue Code statutes and in a manner that minimizes the tax liability of the Employee to the extent possible.

15.6 Retirees currently receiving plan benefits will be eligible for future benefits enhancements and increases as negotiated in future MOU's.

Section 16 – Vision / Professional Development Reimbursement

16.1 The City/District shall reimburse, upon presentation of proper documentation as outlined below, up to $200 per fiscal year (July through June of the following year) for the following items:

a) Vision –Presentation of bills from a qualified optometrist and/or optician towards the cost of the Employee's eye examination, prescription eye glasses and/or contact lenses, reading glasses, and sun/safety glasses. Corrective lens surgery (e.g., laser surgery) shall be reimbursable for a one-time reimbursement of $200. Employees are only eligible for the sun/safety eyewear benefit if they are using these for protective eyewear for safety reasons to perform their job functions.

b) Professional Development – Professional development expenses including the following: the cost of certificate programs, seminars, workshops, conferences; job-related books, tapes, or training programs. Reimbursement for such expenses must be approved by the Department Head. These expenses must be career/job related, and not provided through any other budgetary means such as the City-wide training fund, or departmental travel/meeting funds.

Section 17 – VEBA Program

17.1 The purpose of the VEBA (Voluntary Employee Beneficiary Account) Trust is to provide employees with the ability to plan for future as well as current health care expenses. Expenses such as unreimbursed medical premiums, copayments and pharmacy charges are all eligible expenses under a VEBA Trust arrangement. Employees will realize a significant benefit since eligible contributions to a VEBA Trust are tax exempt and the reimbursed expenses from the VEBA Trust are also tax exempt.

17.2 Eligibility Defined Effective July 1, 2012, all eligible employees, who are represented by the Union, may participate in the VEBA Trust. An eligible employee is an employee who is represented by the Union. Beginning July 1, 2012, all eligible employees had fifteen (15) days to "opt-in" or "opt-out" of the VEBA Trust. Elections to "opt-in" or "opt-out" were irrevocable for the duration of the Employee's tenure within the Union. Participation is subject to and governed by all IRS requirements applicable to the VEBA Trust. Union represented employees who elected to "opt-in" will make uniform monthly contributions and contributions upon separation as outlined below.

Contribution amounts may be changed by a separate vote of Union Members that is not in conjunction with a contract ratification vote or election of Stewards/Officers. The contribution amounts will have to be uniform for all Employees and must conform to the IRS regulations. If there is a change in the contribution amounts, that change will not generate a new "opt-in/out-out" period; it only changes the contribution amounts for Employees already participating in the VEBA program and new hires to the Union or internal transfers into the Union.

Employee Contributions Participation in the VEBA Trust by an Employee who elects to "opt-in" requires a payroll deduction each pay period to fund the Employee's account. The Union determined that contributions to the VEBA effective July 1, 2012 were:

Years of Service	Contribution Amount Per Pay Period
0 to 5	$25.00
6 to 10	$50.00
11 to 20	$100.00
21 or more	$150.00

Contributions made by an eligible Employee must be made through payroll deductions. Eligible Employees cannot make direct contributions to the VEBA Trust. Once separated from the City/District, the Employee can no longer make contributions to the VEBA Trust.

Leave Payout

Sick Leave – as of July 1, 2012, upon retirement/separation of employment, 100% of the Employee's sick leave balance payout (25% of the total dollar value – Section 11 in MOU) will be contributed to his/her VEBA account.

Vacation Leave – as of July 1, 2012, upon retirement/separation of employment, 50% of the Employee's vacation leave payout will be contributed to his/her VEBA account. If an Employee elects to sell back any accrued vacation leave pursuant to Section 19.4, the VEBA vacation leave payout will be calculated by applying the 50% contribution amount percentage to the remaining balance of the Employee's accrued vacation leave after the sell back.

New Employees or Newly Eligible Employees

Employees, whether new to the City or to the Union, who become eligible to participate in the VEBA Trust after July 1, 2012 will have fifteen (15) calendar days from the date of eligibility to elect whether they would like to "opt-in" or "opt-out" of the VEBA Trust. If a newly eligible Employee elects to "opt-in," payroll deductions will begin in accordance with the Employee Contribution amounts in the current MOU. If a newly eligible Employee fails to make an election within fifteen (15) days from the date of plan eligibility, it will be deemed that the newly eligible Employee has elected to "opt-out."

Participant Account

A separate account is maintained for each contributing eligible Employee which documents the Employee's contributions and disbursements. Contributions to a VEBA Trust, as well as any disbursements to cover non-reimbursed post-tax medical care expenses, are both tax-free. Eligible benefits subject to reimbursement by the VEBA Trust shall be limited to non-reimbursed medical premiums, co-payments, prescribed drug expenses and other medical care costs as defined by Internal Revenue Code Section 213.

An eligible Employee's VEBA account is subject to a monthly administrative fee of $4.45 for expenses related to recordkeeping, claims processing and claims reimbursement. The fee will be deducted from the eligible Employee's individual account. The fee of $4.45 will remain the same for the duration of the contract with the VEBA provider and the City of Foster City.

If the Internal Revenue Service concludes that the VEBA Trust does not qualify under the requirements of the Tax Code or no longer qualifies after initial qualification, the City shall meet with the Union and discuss options to bring the VEBA Trust into compliance or to discontinue the VEBA Trust.

17.3 Retirement Health Savings - During the term of this MOU, the City/District and the Union may by mutual agreement reopen Section 17 of the MOU to discuss options for retirement medical savings. This discussion will only reopen this Section 17 and will not affect any other section or attachment in this MOU.

HOLIDAYS

Section 18 - Official City/District Holidays

18.1 The following holidays are observed by the City/District:

New Year's Day, January 1
Martin Luther King, Jr. Day, January 15 or its legal substitute (third Monday in January)
President's Day, February 22 or its legal substitute (third Monday in February)
Memorial Day, May 31 or its legal substitute (last Monday in May)
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Eve, December 24
Christmas Day, December 25
New Years' Eve, December 31

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31) should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

18.2 Holidays shall have a compensatory value of eight (8) hours for each full holiday. Other provisions regarding official City/District holidays are found in the City/District Personnel Rules.

VACATION AND OTHER LEAVES

Section 19 - Vacation Accrual

19.1 Employees shall accrue vacation in accordance with the following schedule; such accrual shall not be credited until completion of the initial six (6) months of employment:

Hours per Maximum Years of Service	Hrs. per Pay Period	Max. Hours	Days per Year (8 hour days)
1 through 3	3.67	176	11
Day 1, Year 4	4.00	192	12
Day 1, Year 5	5.00	240	15
Day 1, Year 6	5.33	256	16
Day 1, Year 7	5.67	272	17
Day 1, Year 8	6.00	288	18
Day 1, Year 9	6.33	304	19
Day 1, Year 10	6.67	320	20
Day 1, Year 11 through 15	7.00	336	21
Day 1, Year 16 and thereafter	7.67	368	23

19.2 Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial six months of employment.

19.3 Employees may use accrued vacation in no less than one hour increments, subject to department head approval.

19.4 Vacation Accumulation - Employees shall not accumulate more than the equivalent of two annual vacation accruals. An Employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until the balance is below maximum amount pursuant to this section.

Vacation use may be deferred by the written approval of the City/District Manager when in the best interests of City/District government and the Employee. Requests for deferring vacation use must be presented to the City/District Manager 60 days before the maximum accrual is reached.

It is the responsibility of Employees to review the vacation accrual balance printed on each paycheck stub to ensure that he/she uses vacation within two accrual years unless deferment is requested and obtained from the City/District Manager as provided herein.

Employees may cash out up to forty (40) hours of accrued vacation leave once per fiscal year in either June or December. An Employee is eligible for this cash out option only if he/she has used at least eighty (80) hours of vacation leave in the twelve (12) month period immediately preceding the cash out request and files a request with Human Resources no later than May 31 or November 30. Payroll records will be used to determine whether or not an Employee has taken the required eighty (80) hours of vacation leave.

Section 20 - Discretionary Leave

20.1 Employees shall be entitled to thirty-two (32) hours of discretionary leave. Such time off shall be taken at the Employee's discretion contingent upon approval by the department head. Such time may not be taken in increments of less than one-half hour (30 minutes). The thirty-two (32) hours shall be credited at the beginning of the fiscal year. Twelve (12) hours may be carried over to the succeeding fiscal year and must be used within that subsequent fiscal year, otherwise they expire. The hours shall be prorated at the rate of 2.66 hours per month and may be used in advance subject to adjustments for periods of unpaid leave of absence and deduction from final paycheck should Employee not complete the fiscal year. Upon appointment, new Employees shall receive this leave on the same prorated basis. No Employee shall receive pay in lieu of time off.

Section 21 – Service Recognition Leave

21.1 In recognition of years of service Employees shall receive one time posting of service recognition leave hours as indicated below:

15 years of service	24 hours
20 years of service	32 hours
25 years of service	40 hours
30 years of service	48 hours

21.2 No Employee shall receive pay in lieu of time off. This special leave will be posted by Payroll automatically upon obtaining the above level of service and must be used within one year of the date of posting.

Section 22 – Funeral / Bereavement Leave

22.1 Regular and probationary Employees shall be entitled to up to three (3) working days of Funeral/Bereavement leave for each occurrence of death of an immediate family member. Requests for funeral/bereavement leave of up to three (3) working days and for any additional time beyond the standard leave of three (3) working days must be approved by the

department head and the City/District Manager. Immediate family shall mean spouse (including state-registered domestic partners), children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other relatives and significant persons may be included with the approval of the City/District Manager. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

22.2 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

Section 23 - Sick Leave Accrual and Use

23.1 Sick leave shall be accrued at a rate of 8.66 hours per calendar month for each month that a probationary or regular Employee has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the Employee is too sick or disabled to safely and effectively perform his/her duties, for medical or dental treatment, or as authorized for funeral/emergency leave, family illness and injury (including state-registered domestic partners) as outlined in Section 23.2; and as an income supplement to worker's compensation benefits. In order to receive sick leave compensation while absent, an eligible Employee who is unable to report to work due to illness or injury shall notify his/her department head or supervisor, either in person or by voice mail, prior to or within one (1) hour after the time set for reporting to work.

23.2 Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the department head, to vacation or discretionary leave where the presence of the Employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family means parent, spouse, domestic partner, or dependent child. No more than half of the Employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, compensatory time off, etc.).

23.3 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

23.4 The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically and routinely reviewed by department management. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented with approval of the department head, considering factors such as Employee's circumstances, the operational impact of the unscheduled absences and the obligation to provide consistency within the department.

23.5 Employees covered by this MOU are eligible to participate in a catastrophic leave donation program in accordance with the City's Catastrophic Leave Donation Policy.

Section 24 - Industrial Disability Leave

24.1 The City/District will pay full pay for the initial three (3) months to non-Safety Employees who suffer industrial disabilities and are on authorized disability leave. During this period, the Employee will accrue benefits and the City/District will continue to contribute to benefits as usual. Employee will pay the usual portion of benefits.

Worker's Compensation benefits will be integrated and checks endorsed to the City/District by Employee. No use of sick leave will be required during the first three (3) months.

24.2 After the first three (3) months of Industrial Disability Leave, until the Employee is determined to be able to return to work or permanent and stationary and unable to return to work, the Employee may integrate Worker's Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for Employee benefits will be determined in accordance with insurance contracts, state and federal law, and City policy after the first three months.

Section 25 - Other Leave Provisions

25.1 Other provisions regarding leaves are found in the City/District Personnel Rules.

REPRESENTATION

Section 26 - Advance Notice

26.1 Except in cases of emergency as provided in this section, the City/District shall give reasonable written notice (hard copy or email) to the Union, if affected, of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City/District and shall give the Union the opportunity to meet and confer with the City/District.

In cases of emergency when the City/District determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting, the City/District shall provide such notice and opportunity to meet and confer at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Section 27 - Stewards

27.1 The Union shall be entitled to three (3) Stewards (1- City Hall/Police Station, 1-Parks and Recreation and 1-Public Works), unless the City/District and the Union, during the term of this MOU, mutually agree that a larger number is justified. Stewards shall:

a) Serve as the Union's representative during meet and confer sessions with City/District representatives; however, not more than one shall be from the same work crew for maintenance unit Employees, or from the same department for general unit Employees;
b) Be the Union's official representatives on all City/District committees on which the Union is entitled to serve; and
c) Investigate and process grievances to assist other Employees in their unit. Only one (1) Steward shall process any one grievance. Time for such purpose shall not exceed four hours per month. A steward shall obtain permission from his/her supervisor before leaving his/her workstation and shall notify his/her supervisor when returning to work. This provision shall not be used to prevent Stewards from performing their duties set forth in this Section; and
d) Attend new Employee orientations for the purpose of informing Employees about Union representation. Human Resources will notify the appropriate Union Steward in advance of the time and place of a new Employee orientation. It is the responsibility of the notified Steward to arrange for an alternate Steward if he/she cannot attend.
Union Stewards are designated bargaining team members and shall be released when a session coincides with their work shift in order to attend and participate in the negotiations. Union Stewards and alternates shall be released for sessions as needed and compensated if such negotiations sessions are held during the regular work hours. Advanced notice of the necessity for release shall be provided to the Department Head for all members of the AFSCME bargaining team by the City/District HR Director. The Union agrees to provide a 48-hour notice of the need to release an alternate Union Steward for negotiations. Such notice shall be waived in the event of an emergency. Time spent in negotiations outside of the Employee's regular work schedule is not compensable.

27.2 Stewards shall serve as provided above unless the Union has designated, in writing, another Employee in their unit. Stewards and other Employees officially serving in the capacities outlined above, shall be given reasonable time off with pay on regularly scheduled work days. Each Steward may have one Alternate Steward whose sole purpose shall be to serve in the absence of the Steward.

Section 28 - Representation for Employees at Interviews

28.1 Whenever an Employee is required to meet with a supervisor or other department management and the Employee reasonably anticipates that such meeting may result in adverse action, upon request the Employee shall be entitled to have a Steward or Union representative present. The Employee shall arrange for the presence of such representative at the earliest possible time. When such representative is not reasonably available and the circumstances warrant immediate inquiry and/or action, the City/District shall have the right to proceed and the Employee shall have the right to have another Employee in his/her unit of his/her choice present as a witness.

Section 29 - Bulletin Boards

29.1 The Union is authorized to use portions of City/District bulletin boards under the following conditions:

a) All materials must receive the approval of the department management;
b) All materials must be dated and indicate a removal date, and must identify the organization that posted them;
c) Materials which the department management considers objectionable will not be posted or will be removed if already posted, provided, however, the department management shall first discuss this denial with the City/District Manager; and
d) Reasonable space (approximately 2 feet by 3 feet minimum) shall be allocated for Union use. The City/District reserves the right to determine where bulletin boards shall be placed.

UNION SECURITY

Section 30 – Agency Shop and Dues Deduction

30.1 The City/District 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 Attachment A and as may be added to the unit by the City/District during the term of this MOU.

Use of Payroll Deduction – The Union shall have the privilege of using the City/District'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.

Amount of Deductions – The Union 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 MOU.

Authorization for Dues Deductions – The City/District 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 MOU as follows:

Authorization of File – The Employee shall have a written request and authorization for deduction of Union dues in effect upon the date this MOU is approved and adopted.

Authorization – The Employee shall submit to the Union and City/District (Human Resources Department) a written authorization for the deduction of Union dues during the term of this MOU.

Deduction Continuance – The Employee shall have such dues deductions continued during the term of this MOU, excepting that such an Employee shall be allowed to withdraw authorization for continued withholding of dues deductions during the last thirty (30) calendar days of the term of this MOU by filing a written statement withdrawing authorization for dues deductions with the City/District and the Union. Upon the receipt of such a withdrawal of authorization from an Employee, the City/District shall discontinue deducting Union dues from the salary of the Employee effective the first full pay period immediately following the expiration of this MOU. The City/District shall provide the Union with the names of Employees who have filed a withdrawal of authorization for Union dues deductions.

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 MOU subsequent to the date on which the City Council/Board of Directors 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/District one of the following documents:

Union Dues – A written authorization for the deduction of Union dues

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.

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 510(c)(3) of the Internal Revenue Code, chosen by the Employee. Such exempt unit Employee will be required to submit to the Union and the City/District 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/District 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

Revocation – Written authorizations submitted by Employees under the provisions of this subsection shall not be revocable at any time during the term of this MOU 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.

30.2 Compliance

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/District 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/District. Upon receipt of notice from the Union, the City/District 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 pay period immediately following the date the Union notified the City/District of the Employee's failure to comply.

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.

Notification of New Employees – The City/District shall notify the Union of the name, classification and date of hire of each new Employee appointed to a position covered by this MOU. Notice shall be provided to the Union within one (1) calendar month from the date of hire.

Union Obligations – The Union shall file with the City/District such financial reports as are prescribed in Government Code Section 3502.5. The Union shall indemnify and hold harmless the City/District 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/District, its officials, employees, or agents which may arise out of the City/District's compliance with the provisions of this section.

30.3 The City/District shall prepare and submit to the Union Business Agent twice a year in June and December or at the request of the Union, a current list, including name, department, and classification, of all City/District employees in classes represented by the Union.

31.1 PEOPLE Deduction - The City/District shall 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/District, 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 aggregate deductions of all Employees shall be remitted with a monthly itemized statement to the Union.

Section 32 - Hold Harmless

32.1 The Union agrees to indemnify the City/District and hold it harmless against any and all suits, claims, demands, and liabilities which may arise out of or by reason of the application of or implementation of the provisions of this Article.

SAFETY

Section 33 - Safety Program

33.1 The City/District and the Union have a mutual interest in providing safe and healthful working conditions for its Employees, in protecting the City/District property from damage and loss and in ensuring the safety of the public when using City Facilities. To this end, both parties will work actively to adhere to the provisions of the City/District Safety Manual Procedures.

GRIEVANCE PROCEDURE

Section 34 - Grievance Procedure

34.1 A grievance is any dispute which involves the interpretation or application of any of the provisions of the existing MOU, existing City/District Personnel Rules, or other existing ordinances, resolutions, policies or practices which directly relate to a regular Employee's wages, hours and other terms and conditions of employment, including but not limited to such disciplinary actions as discharge, suspension and demotions.

The following matters are specifically excluded from consideration under the grievance procedure:

A. Determination and application of the procedures, qualifications, and standards of employment;
B. Budget and capital expenditures;
C. Items not subject to meet and confer;
D. Performance evaluations;
F. Any items that are a managerial right;
E. Items that are expressly designated in this MOU as not subject to grievance.

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes within their respective department; however, should Employees choose to pursue a formal grievance, the Grievance Procedure outlined in City/District Personnel Rules, Rule 15.04 shall apply. In addition to the definitions listed in the City/District Personnel Rules, a violation of the terms of wages, hours and working conditions may be considered a grievance.

LAYOFF PROCEDURE

Section 35 -- Definition

35.1 Layoff shall mean the separation of employees from the active work force due to lack of work or funds, organization or duty changes, or the abolition of positions by the Council/Board. The City/District Manager shall approve the number and location in the City/District work force in which layoffs shall occur.

Section 36 -- Notice to Employees

36.1 Regular full-time, regular part-time and probationary employees shall receive written notice stating the reason for a layoff a minimum of sixty (60) days prior to the date of expected layoff. With such notice, the Employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. Similar notice shall be provided to the Union for the represented classes affected. Department Heads shall make every effort to allow Employees who will be laid off reasonable time to seek other employment.

Section 37 -- Layoff Order and Procedure

37.1 In the event of the need for layoffs, employees will be laid off in the following order:

a) Seasonal
b) Temporary
c) Part-time
d) Probationary
e) Regular Part-time
f) Regular Full-time

37.2 Layoff shall be based on seniority of initial hire / anniversary date as defined in the City/District Personnel Rules and Section 38 of this MOU.

Maintenance Unit -- An Employee who is laid off from his/her classification shall be entitled to displace another Employee with less seniority in an equal or lower paying classification in his/her unit, for which he/she meets the minimum qualifications and in which he/she has held prior status.

General Unit -- An Employee shall have the right to displace an Employee in a classification in his/her unit, for which he/she meets the minimum qualifications and over whom he/she has seniority.

The laid off Employee who has successfully displaced another Employee shall be placed in his/her chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. (An Employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Section 38, below.) Employees laid off as a result of another Employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

Section 38 -- Priority Employment Rights

38.1 After all Employees have exhausted their displacement rights pursuant to Section 37 above, any vacant positions remaining in the unit may be filled by Employees meeting the minimum qualifications of such positions on the basis of total City/District seniority, except that no Employee may fill a vacant position which is at a higher salary range than that from which he/she was originally laid off.

38.2 When all laid off Employees within a unit have fully exercised their priority employment rights under 38.1 above, Employees remaining on layoff shall be entitled to transfer into positions outside the representation unit for which they possess the minimum qualifications pursuant to City/District Personnel Rule 13.12.

Section 39 – Reemployment Lists

39.1 An Employee shall be placed on the Reemployment List for any classification from which laid off and any classification previously held in the unit. Employees shall be ranked on such lists in order of total City/District seniority.

39.2 A laid off Employee who has fully exercised his/her rights pursuant to 39.1 above shall be entitled to be placed on the Reemployment Lists for classifications outside the representation unit, only pursuant to City/District Personnel Rule 13.12.

Section 40 -- Status of Laid Off Employees

40.1 Layoff for regular and probationary Employees is considered a leave of absence without pay (See Section 43) until an Employee resigns. Termination occurs at the end of the life of a reemployment list. Layoff is not the same as termination unless the Employee chooses to terminate in lieu of being placed on a reemployment list.

Section 41 -- Fringe Benefits

41.1 In the event of layoff, a regular full-time or probationary Employee may continue to participate in the Employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by Employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits such as worker's compensation and unemployment insurance will cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll. Any unused discretionary leave should be used within the thirty (30) day notice period as it cannot be paid or carried as an accrual.

Contributions to PERS will cease on the last day on payroll. Full-time Employees who have been members of PERS for five full-time years or more may:

a) Leave contributions on interest-bearing deposit; or
b) Apply for retirement, if eligible under PERS criteria; or
c) Apply for a refund.

Employees who have less than five years' service may apply for a refund or leave funds on deposit for one year. Details should be obtained from the PERS Office.

The provisions of Section 11 shall apply to unused sick leave payout for regular employees upon the termination of the reemployment list unless an Employee requests the payout provisions at an earlier date. Payment for unused vacation time will be made in a lump sum at this time or at a later date if desired.

Section 42 -- Reemployment

42.1 The City/District will send notice of reemployment by certified mail to the last address of record, but has no responsibility to attempt to trace an Employee if such notice is not delivered by the Post Office. It is the responsibility of the Employee who has been laid off to keep the City/District informed as to his/her current address and telephone number. Employee has ten (10) working days in which to notify the City/District by mail, telephone or otherwise, regarding intention to return to position offered. If at the end of ten (10) working days from date of notice, no response has been received from Employee on layoff, City/District will be entitled to fill positions in the following order: (a) the laid off Employee next in line for recall, if available for work, until the reemployment list is exhausted, and then; (b) by the normal recruiting process. An Employee on layoff shall have the right to refuse an offer of reemployment without forfeiting the right to reemployment or his/her place on the list. If the Employee on layoff fails to respond within ten (10) working days of mailing of two separate written offers of reemployment sent by certified mail, the Employee

shall forfeit the right to reemployment pursuant to the terms of this Layoff Procedure and his/her name shall be removed from the reemployment list.

In order to expedite the reemployment process, the City/District may notify more than one Employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the Employee to meet the physical and other requirements of the position to which the employee is being returned.

Section 43 -- Status of Rehired Employees

43.1 Regular and probationary Employees rehired within 12 months following layoff shall be considered as having been on leave of absence without pay. If rehired within 12 months, the Employee shall be credited with prior service for purposes of vacation accrual and seniority. This means the Employee will return to his/her previous status for accruing benefits but does not accrue benefits during the layoff period. Employees rehired to a regular position shall retain the sick leave balance at time of layoff unless he/she received payoff for said sick leave.

Section 44 -- Anniversary Date of Rehired Employees

44.1 Layoff time which exceeds 30 days shall cause the anniversary date of the Employee to be adjusted commensurate with the length of absence from work.

Section 45 -- Pay of Rehired Employees

45.1 An Employee rehired into the classification from which originally laid off shall be paid at the current rate for that classification and at the pay step held at the time of layoff.

An Employee rehired into a classification previously held but not that from which originally laid off shall be paid at the current rate for that classification and at the pay step which most closely approximates, but does not exceed, the pay step held in the classification from which originally laid off.

An Employee rehired into a classification not previously held shall be paid at the current rate for that classification and at a pay step recommended by the department head and approved by the City/District Manager.

Section 46 -- Medical Examination for Rehires

46.1 An Employee, to be rehired, must pass a medical examination. At the time of layoff, exit interviews will be conducted, which will include a medical checklist for the Employee to complete; complete recovery from worker's compensation injuries must be testified to.

MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

Section 47 - Non-Discrimination

47.1 There shall be no discrimination by the City/District, recognized employee organizations, or anyone employed by the City/District for or against any Employee or applicant for employment, promotion, demotion or discharge, because of race, religious creed, color, ancestry, national origin, sex or sexual preference, marital status, political opinions or affiliations, or lawful employee organization activities; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from performing the essential duties established for the position for which he/she is applying.

47.2 The City/District and the Union recognize that the City/District has an obligation under law to meet with individual Employees who allege a need for a reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City/District contemplates actions to provide reasonable accommodation to an individual Employee in compliance with the Americans with Disabilities Act (ADA) which are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City/District.

Section 48 - Access to Personnel Files

48.1 Employees have the ability to access their personnel file and request removal of documents, pursuant to City/District Personnel Rule 3.03.

Section 49 - Job Specifications

49.1 New or revised job descriptions shall be sent to the Union Business Agent and steward representing the affected classification. The Union shall be given the opportunity to discuss job specifications for classes represented by the Union with the City/District prior to submittal to the Council/Board.

49.2 An Employee may request a copy of his/her job description from Human Resources. Job descriptions are also available on the City website, www.fostercity.org.

49.3 The City/District shall pay the Class B Driver's License renewal fees for any Employees in job classifications which require this license as a condition of employment. If an Employee is not eligible to obtain or renew the license by mail, he/she will be granted two hours paid time off at the end of the work day to obtain or renew the license.

Section 50 - Personnel Rules

50.1 The City/District agrees to meet and confer with the Union on proposed changes to the existing City/District Personnel Rules affecting matters within the scope of representation.

Section 51 - Transfer, Promotion, Demotion

51.1 Provisions regarding transfer, promotion, and demotion are found in the City/District Personnel Rules.

Section 52 – Discipline, Discharge

52.1 Provisions regarding discipline and discharge are found in the City/District Personnel Rules.

Section 53 - Light Duty / Light Work

53.1 Provisions regarding light duty work are found in the City/District Personnel Rules.

Section 54 - Seniority

54.1 Seniority is based on hire/anniversary date as defined in the City/District Personnel Rules and Regulations.

54.2 Seniority will be a factor in determining promotions and vacations.

54.3 Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their FMLA leave, who are subsequently rehired by the City in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

Section 55 - Uniform Policy

55.1 Safety Boots –The City/District will provide a boot allowance of $300 per fiscal year for probationary and regular Employees for the purchase of safety-toed footwear complying with the Standard Test Methods for Foot Protection and Standard Specification for Performance Requirements for Foot Protection. The safety boot allowance will be paid in the month of July of each fiscal year. The wearing of footwear as defined herein shall be required of all maintenance unit Employees, Senior Engineering Technicians, Engineering Technicians, Building Inspectors, and Building Service Coordinators, unless medically unable to do so pursuant to written doctor's instructions. Employees shall comply with management direction regarding the condition and appearance of work attire.

55.2 The uniform requirements for the Parks and Public Works Maintenance Employees shall be as set forth in the City/District Uniform Policy for Parks and Public Works Maintenance Employees. The City/District agrees to meet and confer on proposed changes that directly impact Employees.

55.3 The uniform allowance for Senior Community Service Officers (CSOs) shall be for the purchase and maintenance of uniforms, footwear and other necessary equipment. Senior CSOs shall be required to adhere to the maintenance standards, uniform specifications and appearance standards established by the Police Department. Uniforms and footwear shall become the property of the Employee after purchase and shall not be returned to the City/District in lieu of repaying any prorated uniform allowance upon termination.

Newly appointed Senior CSOs shall, upon completion of the second pay period after the initial date of employment or upon completion of the second pay period occurring after being required to wear a uniform, receive $650 per fiscal year towards the initial uniform and footwear expense. New hires shall not be entitled to any additional uniform allowance during the first year of employment with the City/District. Upon completion of one (1) year as an Employee, such Employee shall receive $54.17 per month for each month of service to be completed between the end of the first year of employment and the next July. Employees eligible for initial uniform allowance who terminate before completing one (1) year of service shall reimburse the City/District a prorated amount of $54.17 for each month of service not completed by deduction from the Employee's final paycheck. After completing the first year of service, the continuing uniform allowance shall apply as provided below.

In July of each calendar year, the City/District shall pay to each Senior CSO who is required to wear a uniform, the sum of $650 per fiscal year. Employees who terminate City/District employment for any reason shall be entitled only to compensation at the rate of $54.17 for each month of service in the fiscal year and shall reimburse the City/District a prorated amount of $54.17 for each month of service not completed, by deduction from the employee's final paycheck.

Alternate Uniform Provisions - The City/District retains the option of considering and implementing alternative methods of providing uniforms to Employees and nothing herein shall limit the option. The City/District and AFSCME will discuss alternate methods before a change is undertaken.

55.4 Protective Vests - Senior CSOs

The City/District shall provide Senior CSOs assigned to Patrol with protective vests of a type approved by the Chief of Police. Decisions on who receives a replacement vest each year will be based on the following criteria, in this order:

1. New hire needing a fitted vest
2. Condition of current vest

3. Age of current vest
4. Seniority

In no case shall any vest be in service longer than eight (8) years of cumulative active use, unless the manufacturer's warranty exceeds that period.

Section 56 - Education and Career Development

56.1 The City/District and the Union have a mutual interest in providing and supporting training and career development opportunities for its Employees. To this end, both parties will work cooperatively to adhere to the provisions of the City/District Educational Reimbursement Program Policy.

Section 57 - Contracting Work

57.1 The City/District will notify the Union with a written notice (hard copy or email) a reasonable time prior to making the final decision of contracting or subcontracting work customarily performed by members of the Union bargaining units; the Union shall be given an opportunity to engage in impact bargaining on the effect(s) of the proposed action upon its members and, upon request, to propose and effective and economical alternative way in which such services could continue to be provided by the City/District's own Employees. In the event that the City/District decides to contract or subcontract work the City/District will 1) make reasonable efforts to transfer affected Employees to positions for which they meet minimum qualifications, 2) pursue in a reasonable manner obtaining employment for affected Employees with the proposed contractor or subcontractor, and 3) provide thirty (30) days written notice to all affected Employees prior to contracting work. However, the City/District does not guarantee employment in the event work is no longer performed by City/District Employees.

Section 58 - Temporary Employees

58.1 Provisions regarding temporary Employees are found in the City/District Personnel Rules.

PROVISIONS OF LAW

Section 59 – City / District Rights

59.1 Except as expressly limited by this MOU, and as thereafter amended or modified, it is understood and agreed by the Union that the City/District retains all of its powers to direct, manage and control the affairs of the City/District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish City/District policies, goals and objectives; maintain the efficiency

of City/District operations; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the City/District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline regular employees for just cause and probationary employees in accordance with relevant local ordinances and rules and State and Federal statutes.

Section 60 - Effect of Agreement

60.1 To the extent there is a conflict, it is understood and agreed that the specific provisions contained in this MOU shall prevail over City/District rules, regulations, policies and procedures. It is further understood and agreed that in the absence of specific provisions in this MOU, such City/District rules, regulations, policies and practices shall remain in full force and effect during the term of this MOU.

60.2 The terms and conditions set forth in this MOU represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the MOU. During the term of this MOU, the Union agrees that the City/District shall not be obligated to meet and confer with respect to any subject matter covered in this MOU.

Section 61 - Statement of Understanding

61.1 It is the intent of the parties that ordinances, resolutions, rules, and regulations enacted pursuant to this MOU be administered and observed in good faith.

Section 62 - Severability

62.1 In the event that any provisions of this MOU is declared by a court of competent jurisdiction to be illegal, invalid, or unconstitutional, such finding shall not affect the validity of the remaining provisions, the balance of which provisions shall remain in full force and effect for the term of this MOU.

TERM OF THIS MEMORANDUM OF UNDERSTANDING

The City/District and the Union agree by their signatures hereto that the wages, hours, terms and conditions of employment contained herein shall be continued in full force and effect during the term of this MOU except as otherwise provided herein. Contingent upon ratification by members of the Union and contingent upon adoption by the City Council of the City of Foster City/Board of Directors of the Estero Municipal Improvement District of a Resolution approving this MOU, the term shall commence on July 1, 2014 and shall expire on June 30, 2017.

Signatures to this MOU between the City/District and the Union are for Fiscal Years 2014-2105, 2015-2016 and 2016-2017.

Staff Representatives of the City of Foster City/Estero Municipal Improvement District		Representatives of Council 57, Local 829, American Federation of State, County and Municipal Employees	
Ann Ritzma	8-21-14 Date	Tina Acree	9/2/14 Date
Kevin Miller	8/25/14 Date	Frank Schoening	9/3/14 Date
Brad Underwood	8/25/14 Date	Oswald Jimenez	8/28/14 Date
Judy Ting	9/3/2014 Date	Armand Lobao	9/3/14 Date

Attachment A

The City/District acknowledges that the American Federation of State, County and Municipal Employees, Council 57, Local 829 is the recognized employee organization which, within the scope of representation, represents the bargaining unit consisting of all regular employees in the following classifications:

AFSCME Maintenance Unit

Mechanic I
Equipment Maintenance Worker
Public Works Lead Maintenance Worker
Public Works Maintenance Worker II
Public Works Maintenance Worker I
Public Works Maintenance Worker
Parks Lead Maintenance Worker
Parks Maintenance Worker II
Parks Maintenance Worker I
Parks Maintenance Worker

AFSCME - General Unit
Senior Building Inspector
Building Inspector
Senior Community Services Officer
Police Records Specialist
Senior Engineering Technician
Facilities Maintenance Worker II
Facilities Maintenance Worker I
Recreation Coordinator
Senior Accounting Specialist
Accounting Specialist
Administrative Assistant
Office Assistant II
Office Assistant I

Attachment B

Effective July 1, 2014, wages for classes represented by the Union shall be listed below:

AFSCME - Maintenance Unit	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Public Works Lead Maintenance Worker	$ 5,600	$ 5,880	$ 6,174	$ 6,482	$ 6,806
Parks Lead Maintenance Worker	$ 5,498	$ 5,773	$ 6,061	$ 6,364	$ 6,682
Mechanic I	$ 5,434	$ 5,706	$ 5,991	$ 6,291	$ 6,606
Public Works Maintenance Worker II	$ 5,079	$ 5,333	$ 5,600	$ 5,880	$ 6,174
Facilities Maintenance Worker II	$ 5,038	$ 5,290	$ 5,554	$ 5,832	$ 6,124
Parks Maintenance Worker II	$ 4,986	$ 5,236	$ 5,497	$ 5,772	$ 6,061
Equipment Maintenance Worker	$ 4,929	$ 5,176	$ 5,434	$ 5,706	$ 5,991
Building and Vehicle Maintenance Worker	$ 4,695	$ 4,929	$ 5,176	$ 5,435	$ 5,707
Public Works Maintenance Worker I	$ 4,607	$ 4,837	$ 5,079	$ 5,333	$ 5,600
Parks Maintenance Worker I	$ 4,523	$ 4,749	$ 4,986	$ 5,236	$ 5,497
Public Works Maintenance Worker	$ 4,178	$ 4,387			
Parks Maintenance Worker	$ 4,102	$ 4,307			
AFSCME - General Unit					
Senior Building Inspector	$ 7,280	$ 7,644	$ 8,027	$ 8,428	$ 8,849
Building Inspector	$ 6,604	$ 6,934	$ 7,280	$ 7,644	$ 8,027
Senior Engineering Technician	$ 5,858	$ 6,151	$ 6,459	$ 6,781	$ 7,121
Recreation Coordinator	$ 5,250	$ 5,512	$ 5,788	$ 6,077	$ 6,381
Senior Accounting Specialist	$ 4,940	$ 5,187	$ 5,446	$ 5,719	$ 6,004
Administrative Secretary	$ 4,865	$ 5,108	$ 5,364	$ 5,632	$ 5,913
Senior Community Services Officer	$ 4,753	$ 4,990	$ 5,240	$ 5,502	$ 5,777
Accounting Specialist	$ 4,705	$ 4,940	$ 5,187	$ 5,446	$ 5,719
Building Services Coordinator	$ 4,694	$ 4,929	$ 5,176	$ 5,434	$ 5,706
Police Records Specialist	$ 4,635	$ 4,866	$ 5,110	$ 5,365	$ 5,633
Office Assistant II	$ 4,300	$ 4,515	$ 4,741	$ 4,978	$ 5,227
Office Assistant I	$ 3,900	$ 4,095			

Attachment B (continued)

Effective July 1, 2015, wages for classes represented by the Union shall be listed below:

AFSCME – Maintenance Unit	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Public Works Lead Maintenance Worker	$5,712	$5,997	$6,297	$6,612	$6,942
Parks Lead Maintenance Worker	$5,608	$5,888	$6,182	$6,492	$6,816
Mechanic I	$5,543	$5,820	$6,111	$6,417	$6,738
Public Works Maintenance Worker II	$5,181	$5,440	$5,712	$5,997	$6,297
Facilities Maintenance Worker II	$5,139	$5,396	$5,666	$5,949	$6,246
Parks Maintenance Worker II	$5,086	$5,340	$5,607	$5,888	$6,182
Equipment Maintenance Worker	$5,028	$5,279	$5,543	$5,821	$6,111
Building and Vehicle Maintenance Worker	$4,789	$5,028	$5,279	$5,543	$5,821
Public Works Maintenance Worker I	$4,699	$4,934	$5,181	$5,440	$5,712
Parks Maintenance Worker I	$4,613	$4,844	$5,086	$5,340	$5,607
Public Works Maintenance Worker	$4,262	$4,475			
Parks Maintenance Worker	$4,184	$4,393			
AFSCME – General Unit					
Senior Building Inspector	$7,426	$7,797	$8,187	$8,597	$9,026
Building Inspector	$6,736	$7,072	$7,426	$7,797	$8,187
Senior Engineering Technician	$5,975	$6,274	$6,588	$6,917	$7,263
Recreation Coordinator	$5,355	$5,622	$5,903	$6,199	$6,508
Senior Accounting Specialist	$5,039	$5,291	$5,555	$5,833	$6,125
Administrative Secretary	$4,962	$5,210	$5,471	$5,744	$6,032
Senior Community Services Officer	$4,848	$5,090	$5,345	$5,612	$5,892
Accounting Specialist	$4,799	$5,039	$5,291	$5,555	$5,833
Building Services Coordinator	$4,788	$5,028	$5,279	$5,543	$5,820
Police Records Specialist	$4,727	$4,964	$5,212	$5,472	$5,746
Office Assistant II	$4,386	$4,606	$4,836	$5,078	$5,332
Office Assistant I	$3,978	$4,177			

Attachment B (continued)

Effective July 1, 2016, wages for classes represented by the Union shall be listed below:

AFSCME – Maintenance Unit	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Public Works Lead Maintenance Worker	$5,826	$6,117	$6,423	$6,744	$7,081
Parks Lead Maintenance Worker	$5,720	$6,006	$6,306	$6,621	$6,952
Mechanic I	$5,654	$5,936	$6,233	$6,545	$6,873
Public Works Maintenance Worker II	$5,284	$5,549	$5,826	$6,117	$6,423
Facilities Maintenance Worker II	$5,242	$5,504	$5,779	$6,068	$6,371
Parks Maintenance Worker II	$5,188	$5,447	$5,720	$6,006	$6,306
Equipment Maintenance Worker	$5,129	$5,385	$5,654	$5,937	$6,234
Building and Vehicle Maintenance Worker	$4,884	$5,129	$5,385	$5,654	$5,937
Public Works Maintenance Worker I	$4,793	$5,032	$5,284	$5,548	$5,826
Parks Maintenance Worker I	$4,705	$4,941	$5,188	$5,447	$5,719
Public Works Maintenance Worker	$4,347	$4,565			
Parks Maintenance Worker	$4,268	$4,481			
AFSCME – General Unit					
Senior Building Inspector	$7,575	$7,953	$8,351	$8,768	$9,207
Building Inspector	$6,870	$7,214	$7,575	$7,953	$8,351
Senior Engineering Technician	$6,095	$6,400	$6,719	$7,055	$7,408
Recreation Coordinator	$5,462	$5,735	$6,021	$6,323	$6,639
Senior Accounting Specialist	$5,139	$5,396	$5,666	$5,950	$6,247
Administrative Secretary	$5,061	$5,315	$5,580	$5,859	$6,152
Senior Community Services Officer	$4,945	$5,192	$5,452	$5,724	$6,010
Accounting Specialist	$4,895	$5,139	$5,396	$5,666	$5,950
Building Services Coordinator	$4,884	$5,128	$5,385	$5,654	$5,937
Police Records Specialist	$4,822	$5,063	$5,316	$5,582	$5,861
Office Assistant II	$4,474	$4,698	$4,933	$5,179	$5,438
Office Assistant I	$4,058	$4,261			

Side Letter of Agreement
Between
City of Foster City/Estero Municipal Improvement District
And
Council 57, Local 829
American Federation of State, County and Municipal Employees

July 1, 2015

The parties have met and conferred and hereby agree to the following changes to the current Fiscal Year 2014-2017 Memorandum of Understanding between the City of Foster City/Estero Municipal Improvement District (the "City/District") and Council 57, Local 829, American Federation of State, County and Municipal Employees ("AFSCME" or "Union") ("MOU"):

Section 5.1 of the MOU, Work Week, describes the AFSCME Employee work week as 40 hours per week starting at 12:01 p.m. on Friday. The Union consists of a Maintenance Unit and a General Unit. Employees in the units begin work at different times, and describing the work week as starting at a specific time and day of the week does not establish a properly designated FLSA work week for all AFSCME employees. Therefore, the parties agree that Section 5.1 of the MOU shall be deleted in its entirety and replaced with the following language:

5.1 The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week. Alternatively and at the discretion of the City/District Manager, eligible Employees may work a 9/80 work schedule under which Employees work nine (9) hour days four (4) days per week, plus one eight (8) hour day once every two weeks. The work week under the 9/80 schedule is defined as 40 hours per week and will begin four (4) hours after the start time of each employee's eight (8) hour day. The Alternative Work Schedule Policy located on the City's intranet provides details on the 9/80 schedule.

Staff Representatives of the City of Foster City/Estero Municipal Improvement District		Representatives of Council 57, Local 829, American Federation of State, County and Municipal Employees	
Ann Ritzma	Date	Tina Acree	7/30/15 Date

[Signatures continue on the next page]

Kevin Miller 8/3/15
Date

Oswald Jimenez 7/30/15
Date

Judy Ting 8/3/2015
Date

Armand Lobao 7/30/15
Date

Frank Schoening 7/30/15
Date

Side Letter of Agreement
Between
City of Foster City/Estero Municipal Improvement District
And
Council 57, Local 829
American Federation of State, County and Municipal Employees

July 29, 2015

The parties have met and conferred and hereby agree to the following changes to the current Fiscal Year 2014-2017 Memorandum of Understanding between the City of Foster City/Estero Municipal Improvement District (the "City/District") and Council 57, Local 829, American Federation of State, County and Municipal Employees ("AFSCME" or "Union") ("MOU"):

Section 7.2 of the MOU, Certification Accomplishment Pay, describes the AFSCME Employees in the building inspection classifications who earn City-approved and endorsed certifications. As of July 1, 2015, building inspectors with Residential Fire Protection Systems Inspector certificates began providing inspections for residential fire systems, in single family dwellings and duplexes. In recognition of the additional work, each building inspector with a Residential Fire Protection Systems Inspector certificate will earn $200/month certification pay, irrespective of the certificate pay outlined in Section 7.2 (a), (b) and (c). Therefore, the parties agree that Section 7.2 of the MOU shall be amended to include the following language:

7.2.1 Building Inspectors with a Residential Fire Protection Systems Inspector certificate will earn $200/month certificate pay.

The maximum certification pay is $500 per month, a maximum of $300/month for certifications outlined in Section 7.2 (a), (b) and (c) and/or $200/month for the certification outlined in Section 7.2.1. Employees holding certificates listed in Sections 7.2 and/or 7.2.1 on July 1, 2015 were immediately eligible for the certification accomplishment amounts listed in Sections 7.2 and 7.2.1 upon submission of supporting documentation to their direct supervisor.

Staff Representatives of the City of Foster City/Estero Municipal Improvement District		Representatives of Council 57, Local 829, American Federation of State, County and Municipal Employees	
Ann Ritzma	7-29-15 Date	Tina Acree	7/30/15 Date

[Signatures continue on the next page]

Kevin Miller 8/3/15
Date

Judy Ting 8/3/2015
Date

Oswald Jimenez 7/30/15
Date

Armand Lobao 7/29/15
Date

Frank Schoening 7/30/15
Date