

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**

**EFFECTIVE SEPTEMBER 9, 2024,
THROUGH
SEPTEMBER 8, 2027**



Table of Contents

Article 1. WAGES AND OTHER COMPENSATION	4
Section 1 – Wages and Retirement	4
Section 2 – Merit Increases	6
Section 3 – Probationary Period	6
Section 4 – Pay for Work in Higher Class.....	6
Section 5 – Work Week.....	7
Section 6 – Premium / Additional Pays.....	8
Section 7 – Certification Accomplishment Pay	12
Section 8 – Flexible Benefits Plan.....	15
Section 9 – Long Term /Accident Disability Insurance.....	16
Section 10 – Life Insurance Premium	16
Section 11 – Sick Leave Payment	16
Section 12 – Employee Assistance Program (EAP)	16
Section 13 – Voluntary Deferred Compensation Program.....	16
Section 14 – Employee Service Recognition Plan.....	17
Section 15 – Vision / Professional Development Reimbursement	18
Section 16 – VEBA Program.....	18
Article 2 HOLIDAYS	20
Section 1 – Official City/District Holidays.....	20
Article 3 VACATION AND OTHER LEAVES.....	21
Section 1 – Vacation Accrual	21
Section 2 – Discretionary Leave.....	22
Section 3 – Service Recognition Leave	22
Section 4 – Funeral / Bereavement Leave	22
Section 5 – Sick Leave Accrual and Use.....	23
Section 6 – Industrial Disability Leave.....	24
Section 7 – Other Leave Provisions.....	24
Article 4 REPRESENTATION	25
Section 1 – Advance Notice	25
Section 2 – Stewards.....	25
Section 3 – Representation for Employees at Interviews.....	26
Section 4 – Bulletin Boards	26
Article 5 DUES DEDUCTION.....	27

Section 1 – Dues Deduction	27
Section 2 – PEOPLE Deduction	28
Section 3 – Hold Harmless	28
Article 6 SAFETY.....	29
Section 1 – Safety Program.....	29
Article 7 GRIEVANCE PROCEDURE.....	29
Section 1 – Grievance Procedure	29
Article 8 LAYOFF PROCEDURE.....	32
Section 1 – Definition.....	32
Section 2 – Notice to Employees.....	32
Section 3 – Layoff Order and Procedure.....	32
Section 4 – Priority Employment Rights	33
Section 5 – Reemployment Lists.....	33
Section 6 – Status of Laid Off Employees	33
Section 7 – Fringe Benefits	33
Section 8 – Reemployment.....	34
Section 9 – Status of Rehired Employees	34
Section 10 – Anniversary Date of Rehired Employees	35
Section 11 – Pay of Rehired Employees	35
Section 12 – Medical Examination for Rehires	35
Article 9 MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT	36
Section 1 – Non-Discrimination	36
Section 2 – Access to Personnel Files	36
Section 3 – Job Specifications	36
Section 4 – Personnel Rules	37
Section 5 – Transfer, Promotion, Demotion.....	37
Section 6 – Discipline, Discharge	37
Section 7 – Light Duty / Light Work.....	38
Section 8 – Seniority.....	38
Section 9 – Uniform Policy.....	38
Section 10 – Education and Career Development.....	40
Section 11 – Contracting Work.....	40
Section 12 – Temporary Employees	40
Section 13 – Labor Management Committee (LMC).....	40

Section 14 – Meet and Confer	41
Article 11 PROVISIONS OF LAW	42
Section 1 – City / District Rights.....	42
Section 2 – Effect of Agreement.....	42
Section 3 – Statement of Understanding	42
Section 4 – Severability	42
Article 12 TERM OF THIS MEMORANDUM OF UNDERSTANDING.....	43
Attachment A.....	44
Attachment B Salaries	45
Attachment C.....	46
Attachment D	47

**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**

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.

**Article 1. WAGES AND OTHER
COMPENSATION**

Section 1 – Wages and Retirement

- 1.1 Effective September 9, 2024, an across-the-board wage increase for all bargaining unit classifications shall be equal to three-point eight percent (3.8%). The wages for classes represented by the Union shall be as stated in Attachment B.
- 1.2 Effective September 9, 2025, an across the board increase to base salary for all bargaining unit classifications shall be equal to a percentage movement of the SF--Oakland-Hayward, CA CPI-U April 2024 to April 2025 (Urban) with a minimum of three percent (3.0%) and a maximum of five percent (5.0%).
- 1.3 Effective September 9, 2026, an across the board increase to base salary for all bargaining unit classifications shall be equal to a percentage movement of the SF--Oakland-Hayward, CA CPI-U April 2025 to April 2026 (Urban) with a minimum of three percent (3.0%) and a maximum of five percent (5.0%).

The following classifications will have a revision to all steps associated with the position effective June 1, 2023, using the salary only market data provided by Koff & Associates. The following positions and adjustments are proposed:

- Building Maintenance Worker II – 0.6%
- Building Permit Technician II – create by increasing current salary of Building Permit Technician I by 17%
- Building Permit Technician I – 5.03%
- Code Enforcement Officer II – 18.7%
- Senior Community Services Officer – 5.5%
- Mechanic II – create by increasing current salary of Mechanic I by 2.5%
- Police Records Specialist – 3.2%

Current non-probationary Building Permit Technician I be reclassified to Building Permit Technician II.
Current Mechanic I be reclassified to Mechanic II.

- 1.4 The City/District contracted with the Public Employees Retirement System (PERS) to provide the 2.7% @ 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 14 terminated, except as provided in Section 14.1 (Employees who retired prior to the implementation of the 2.7% @55 retirement benefit). Effective January 1, 2013, the City/District no longer offered the 2.7% @ 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% @55 retirement benefit formula. Effective January 1, 2013, the Public Employees Pension Reform Act (PEPRA) requires new miscellaneous Employees to enroll in the 2% @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.
- 1.5 Employee contributions to PERS shall be administered in accordance with Internal Revenue Code Section 414 (h)(2).
- 1.6 The City/District has contracted with PERS to provide the 4th Level of 1959 Survivor Benefits.
- 1.7 The City/District shall continue to contract with PERS to provide the Military Service Credit.
- 1.8 Effective April 1, 2022, the parties agree that Classic employees will pay/contribute 0.5% toward the Employer's PERS contribution rate.

Section 2 – Merit Increases

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. 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 Employee must receive prior written approval from the employee's department head before performing such duties;
 - b. The Employee must be assigned to perform the duties of the higher job class; and
 - c. The duration of the assignment shall be for a minimum of four (4) consecutive full working days in that higher job class. Pay shall be retroactive to the first day.
- 4.2 If a higher job classification is vacant or filled by another employee who is absent, the City shall offer such higher-class work opportunities to AFSCME-represented employees if a positions work is vacant/unfilled for four (4) or more days.
- 4.3 An Employee who believes the employee is performing the duties of a vacant position or an absent Employee in a higher class but has not received prior written approval from the employee's department head or division head shall immediately notify the employee's Human Resources in writing. Human Resources will follow-up with the Department Head or designee and approve or deny, within one business day, the Employee's inquiry.

- 4.4 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.
- 4.5 The maximum amount of time allowed to work out of class shall not exceed three (3) months unless required due to business need. 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. 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/District's intranet provides details on the 9/80 schedule. Changes to the schedule, including start shift times, will be met and conferred on.
- 5.2 An Employee who is required to work in excess of a regularly scheduled workday 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 the employee 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 the employee's 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 Additionally, supervisors may give approval for overtime pay or compensatory time off according to the aforementioned rates in Article 6.1, for instances where workloads are high, during emergencies or for other business needs of the City.

Overtime and Compensatory Leave Time opportunities will be assigned to employees in the following manner (does not apply to emergencies):

- a. The City will first offer voluntary overtime work to employees within their division based on the basis of seniority.
- b. In the event that the City has a need for mandatory Overtime work, any such mandatory Overtime needs will be filled by first soliciting volunteers. If two or more employee volunteer for a mandatory Overtime work assignment, the City shall select volunteers according to order of seniority.
- c. In the event that there are insufficient volunteers for mandatory Overtime work, the City shall fill its mandatory Overtime needs by assigning such work according to reverse order of seniority.
- d. In instances where Overtime assignments are filled by employees voluntarily in order of

seniority, after an employee has accepted such an Overtime assignment, then that employee's name will be rotated to the end of the Overtime Seniority Rotation List. In instances where mandatory Overtime assignments are filled by employees non-voluntarily in reverse order of seniority, then that employee's name will be rotated to the end of the Overtime Reverse Seniority Rotation List. The rotation of employees' names to the end of the City Seniority Lists will be done to allow for an equal rotation of Overtime assignments among employees as far as is practicable.

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

6.5 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 17, or as the actual date of the holiday, but not both.

6.6 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.

6.7 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.

6.8 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 the employee's day or week

on standby. The employee 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 \$75 per calendar day of standby.
- d. Standby pay for a non-regularly scheduled workday (e.g., weekend days, 9/80 day off) shall be \$100 per calendar day of standby.
- 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 the employee is departing from City/District facilities, the standby Employee will return to the City/District 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, the employee is still within the three (3) hour time frame from the initial call and sixteen (16) minutes or more have passed since departing City/District facilities, the Employee will return to the City/District 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 of or damage to 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	<u>24.0 hours</u>
	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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 Each premium pay shall be based on the Employee's straight time rate of pay per hour.
- 6.13 Release Time – When a Maintenance Employee has worked overtime equal to or greater than two (2) hours between the hours of 10:00pm 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.

- 6.14 Special Shift Change – 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 change will be a minimum of two consecutive shifts. A special shift that exceeds the employees' normal 8-hour workday (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.

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. 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. On July 1 of each year, the Parks and Public Works Department supervisors will submit a completed and signed Personnel Action Form for each Employee's certification pay based on the certificates held by the Employee on July 1 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. Employees who obtain additional certificates after July 1, will be compensated up to the maximum limit for the fiscal year upon the Finance Department's receipt of a completed and signed Personnel Action Form.

- 7.1 Employees in the maintenance classifications and the Senior Engineering Technician who earn City/District-approved and endorsed certifications, or who successfully renew their existing certifications, are eligible to earn certificate pay as listed below. The total maximum annual certificate pay for multiple earned or renewed certificates shall not exceed \$1,000 in Fiscal Year 2024 – 2025 and on-going. While an Employee can only receive certificate pay for the highest certificate obtained in each series (not an aggregate), an Employee is eligible for certificate pay for certificates held in two or more of the series, subject to the Fiscal Year

maximum. For example, an Employee who holds two Grade 1 certificates in different series would be eligible for a total certificate pay of \$400. Employees in the Public Works Maintenance Worker II classification are required to have at least one of the Grade certificates listed below.

Department of Health Services (DOHS) Water Distribution
Department of Health Services (DOHS) Water Treatment
California Water Environment Association (CWEA) California
Water Pollution Control Association (CWPCA)

Grade 1 - \$200
Grade 2 - \$300
Grade 3 - \$400
Grade 4 - \$500
Grade 5 - \$600

The following certifications are also eligible for an annual certification pay at the amounts listed below for a fiscal year total of \$1,000:

Qualified Applicator Certificate Holder (QAC) -
\$250 Pest Control Advisor Certificate Holder (PCA)
- \$300 Backflow Prevention License - \$300
Certified Arborist (ISA) - \$300”
Certified Playground Safety Inspector (CPSI) -
\$300 Building Operator Certification (BOC) -
\$300 Master Gardener - \$200
First Aid/CPR Instructor - \$200

Effective September 9, 2025, the following certifications are also eligible for an annual certification pay at the amounts listed below for a fiscal year total of \$1,000:

- Class B license (\$200 a year)
- NPDES Stormwater Certificate for all AFSCME bargaining unit employees in the Public Works Department (\$200 a year)
- IMSA Certifications: A: Traffic Signal Technician I B: Traffic Signal Technician II C: Traffic Signal Senior Field Technician III D: Work Zone Temporary Traffic Control Certification for all AFSCME bargaining unit employees in the Public Works Department and Parks Maintenance Division (\$200 each to a maximum of \$600 a year)
- Building Operator Certification BOC Level II for all AFSCME bargaining unit employees in the Building Division (\$400 a year-not cumulative)
- International Code Council (ICC) Permit Technician Certification, Commercial and Residential Building, Electrical, Plumbing and Mechanical Inspector/Plan Examiner Certification, Swimming Pools and Spas CLA Credential, and Certified Access Specialist (CASp) for the Building Permit Technician, Code Enforcement Officer Is and IIs, and Plans Examiner (\$100 each to a maximum of \$900 a year)
- Automotive Service Excellence (ASE) A1 – A8 for Equipment Maintenance Worker and Mechanic I (\$200 each up to the maximum of \$1,000 a year)

- o M1 Motorcycle Drivers License for the Equipment Maintenance Worker and Mechanic I (\$200 a year)

In addition, AFSCME Employees who are not in the maintenance or Senior Engineering Technician classifications are eligible for the First Aid/CPR Instructor certification accomplishment pay of \$200 per year.”

7.2 Employees in the building inspection classifications who earn City/District-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

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

7.3 The maximum certificate 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 certificate pay amounts listed in Sections 7.2 and 7.2.1 upon submission of supporting documentation to their direct supervisor.

- 7.4 Accounting Specialist and Senior Accounting Specialist receive a 5% monthly education incentive after providing proof of Bachelor’s degree effective 9/9/2025
 - Not a cumulative incentive. Employee receives percentage based on highest degree
 Accounting Specialist and Senior Accounting Specialist receive a 2.5% monthly education incentive after providing proof of Associates degree effective 9/9/2025

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, health and dependent care flexible spending accounts as follows effective January 1, 2024:

Employee and Family Members Enrolled in Medical Plan Choice	Contribution Amount 1/1/2024
No Plan	\$1,123
Employee Only	\$1,490
Employee + One	\$2,138
Employee + Two or More	\$2,703

Employee and Family Members Enrolled in Medical Plan Choice	Contribution Amount 1/1/2025
No Plan	\$1,224
Employee Only	\$1,624
Employee + One	\$2,330
Employee + Two or More	\$2,945

- Effective January 1, 2026, and effective January 1, 2027, the Employer’s contribution toward the Flexible Benefit Plan will be increased by the percentage increase in the CalPERS Kaiser Basic Premium Region 1 Rate.
- 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 a flexible spending account (Section 125 plan), provided the allocations are within the IRS limits; or receive as taxable cash.
- 8.3 The City/District will assume the third-party administration costs for participation in the health and/or dependent reimbursement plans. A plan participant is defined as any Employee for whom the third-party plan administrator charges a fee. This provision does not apply to the VEBA program which is covered in Section 16 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/District must annually provide proof of insurance in order to be eligible for the “no plan” contribution amount in Section 8.1. Coverage that is received through a healthcare exchange is not valid for purposes of receiving the “no plan” contribution.

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.

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.

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.

Section 12 – Employee Assistance Program (EAP)

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/District 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/District’s intranet. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December.

13.2. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

Section 14 – Employee Service Recognition Plan

14.1 Effective July 1, 2001, the City/District implemented an Employee Service Recognition Plan to recognize Employees' length of service with the City/District and to offset retiree medical costs for Employees who retire from the City/District. Effective October 1, 2007, the City/District 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.

14.2 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 14.3 below starting at the beginning of the first calendar month following retirement.

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

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

14.4 The monthly benefit as described in Section 14.3 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.

14.5 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.

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

Section 15 – Vision / Professional Development Reimbursement

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:

Vision –Presentation of bills from a qualified optometrist and/or optician towards the cost of the Employee's eye examination, prescription eyeglasses 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.

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/District-wide training fund, or departmental travel/meeting funds.

Section 16 – VEBA Program

VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts.

Specific information regarding the Plan will be referenced in the Plan Document.

A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non- medical purposes.

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.

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, it only changes the contribution amounts for Employees already participating in the VEBA program and new hires to the Bargaining Unit or internal transfers into the Bargaining Unit.

Employee Contributions Participation in the VEBA Trust by an Employee requires a payroll deduction each pay period to fund the Employee's account. The Union determined that contributions to the VEBA are:

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.

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 the employee's VEBA account subject to Union compliance with Federal rules associated with contributions of accrued time into a deferred medical expense 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 and/or contribute any accrued vacation leave to his/her 457 Plan account pursuant to Section 18.4, 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 and/or 457 Plan account contribution.

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

Article 2 HOLIDAYS

Section 1 – Official City/District Holidays

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.

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.

Article 3 VACATION AND OTHER LEAVES

Section 1 – Vacation Accrual

1.1 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

1.2 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.

1.3 Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to department head approval.

1.4 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 the employee 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 eighty (80) hours of accrued vacation leave once per calendar year in December. An Employee is eligible for this cash out option only if the employee has used at least forty-eight (48) hours of vacation leave in the previous twelve (12) month period and filed a vacation cash out request form with Human Resources no later than December 20th of the prior year. Payroll records will be used to determine whether or not an Employee

has taken the required forty-eight (48) hours of vacation leave.

Thirty (30) days prior to separation, Employees may elect to contribute any or all of their accrued vacation leave balance to their 457 Plan account within applicable IRS limits. The number of vacation hours to be contributed must be accrued at the time of separation. If an Employee elects to contribute accrued vacation leave to the employee's 457 Plan account and participates in VEBA, the VEBA vacation leave payout in Section 16.2 will be calculated by applying the 50% VEBA contribution amount percentage to the remaining balance of the employee's accrued vacation leave after any cash out and/or 457 Plan contribution.

Section 2 – Discretionary Leave

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 3 – Service Recognition Leave

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

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 4 – Funeral / Bereavement Leave

Regular and probationary employees shall be entitled to up to five (5) working days of time off for Bereavement leave for each occurrence of death of an immediate family member. Up to three (3) working days shall be paid by the City. If requested, up to two (2) additional working days shall be unpaid or, at the option of the employee, paid from the employee's accrued leave banks (sick, vacation, discretionary and compensatory). Requests for any additional time must be approved by Administrative Services Director or their designee. Immediate family shall mean spouse, state-registered domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother,

grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren. Other relatives and significant persons may be included with the approval of the Administrative Services Director.

Bereavement leave does not need to be taken consecutively and must be completed within three (3) months of the day of death of the family member.

Section 5 – Sick Leave Accrual and Use

5.1 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 the employee's 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 5.2, 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 the employee's 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.

5.2 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 the employee's family. Immediate family means parent, spouse, state-registered domestic partner, dependent child, parent, parent-in-law, sibling, grandparent or grandchild. 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.).

5.3 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws. Use of sick leave will be allowed during an approved FMLA for a family member/family leave.

5.4 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.

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

Section 6 – Industrial Disability Leave

6.1 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.

6.2 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/District policy after the first three months.

Section 7 – Other Leave Provisions

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

Article 4 REPRESENTATION

Section 1 – Advance Notice

1.1 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 2 – Stewards

2.1 The Union shall be entitled to three (3) Stewards (1- General Unit: Recreation, City Hall, Corporation Yard Administration, and Police Records/CSO, 1-Parks Maintenance and 1-Public Works Maintenance), 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 the employee's supervisor before leaving the employee's workstation and shall notify the employee's 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 the employee 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.

2.2 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 workdays. Each Steward may have one Alternate Steward whose sole purpose shall be to serve in the absence of the Steward.

Section 3 – Representation for Employees at Interviews

3.1 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 the employee's choice present as a witness. Human Resources will advise an employee of their rights to Union Representation during an investigatory interview.

Section 4 – Bulletin Boards

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.

Article 5 DUES DEDUCTION

Section 1 – Dues Deduction

1.1 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.

1.2 Compliance

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.

1.3 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.

Section 2 – 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 3 – Hold Harmless

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.

Article 6 SAFETY

Section 1 – Safety Program

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/District Facilities. To this end, both parties will work actively to adhere to the provisions of the City/District Safety Manual Procedures.

Article 7 GRIEVANCE PROCEDURE

Section 1 – Grievance Procedure

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding, which specifically provide that the decision of any Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 2 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 2.

B. Procedure

A grievance shall be filed according to the following steps:

Step 1. Immediate Supervisor.

A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

Within fifteen (15) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the direct supervisor and copy Administrative Services Director or designee for tracking purposes only. Grievances not presented within the time period shall be considered resolved.

The direct supervisor shall meet with the grievant to settle the grievance and give a written response to the grievant, and copy the Administrative Services Director or designee, within fifteen (15) calendar days from the receipt of the grievance.

Step 2. Department Head (Director)

If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fifteen (15) calendar days from receipt of the direct supervisor response, advance the grievance in writing to the Department Head (Director) and Administrative Services Director for consideration. A written response to the grievance shall be made in writing by the Department Head (Director), after conferring with the grievant, within fifteen (15) calendar days from receipt of the grievance.

Step 3. Mediation.

If the parties are unable to reach a mutually satisfactory resolution on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the parties may mutually agree to participate in mediation in an effort to resolve the grievance at this Step. The parties may agree upon a mediator or utilize the services of a mediator assigned through State Mediation and Conciliation Service.

Step 4. Arbitration.

In the event Mediation is unsuccessful in securing a settlement, either the Union or the Administrative Services Director may require that the grievance be referred to an impartial arbitrator within fifteen (15) calendar days of receipt of the Department Head's (Director) response (if mediation is not utilized) or the completion of mediation. The parties may select by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Administrative Services Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance.

Neither any Mediator nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

C. Extension of Time Limits

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the Administrative Services Department to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

D. Compensation Complaints.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Administrative Services Director. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

E. Suspension and Discharge Grievances.

If the parties, in pursuance of the procedures outlined above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. *In the event the dispute is referred to arbitration and the arbitrator finds that the Department had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the Department had such right, he may not order reinstatement and may not assess any penalty upon the Department.*

F. Interpretation of Memorandum

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation or arbitration proceedings hereunder) will be recognized unless agreed to by the Administrative Services Director and the Union.

Article 8 LAYOFF PROCEDURE

Section 1 – Definition

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 2 – Notice to Employees

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 the employee 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 3 – Layoff Order and Procedure

3.1 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

3.2 Layoff shall be based on seniority of initial hire / anniversary date as defined in the City/District Personnel Rules and Section 37 of this MOU.

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

General Unit -- An Employee shall have the right to displace an Employee in a classification in the employee's unit, for which the employee meets the minimum qualifications and over whom the employee has seniority.

The laid off Employee who has successfully displaced another Employee shall be placed in the employee's 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 4, 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 4 – Priority Employment Rights

4.1 After all Employees have exhausted their displacement rights pursuant to Section 3 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 the employee was originally laid off.

4.2 When all laid off Employees within a unit have fully exercised their priority employment rights under Section 4 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 5 – Reemployment Lists

5.1 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.

5.2 A laid off Employee who has fully exercised the employee's rights pursuant to Section 37.1 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 6 – Status of Laid Off Employees

Layoff for regular and probationary Employees is considered a leave of absence without pay (See Section 42) 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 7 – Fringe Benefits

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 8 – Reemployment

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 the employee's 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 the employee's 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 9 – Status of Rehired Employees

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 the employee's 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 the employee received payoff for said sick leave.

Section 10 – Anniversary Date of Rehired Employees

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 11 – Pay of Rehired Employees

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 12 – Medical Examination for Rehires

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.

Article 9 MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 – Non-Discrimination

1.1 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 the employee is applying.

1.2 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 2 – Access to Personnel Files

2.1 Employees have the ability to access their personnel file and request removal of documents, pursuant to City/District Personnel Rule 3.06.

2.2 Removal of Documents – Employees may request in writing to the Director of Human Resources, that letters of reprimand which are three (3) years or older be removed from the employee’s personnel file, provided that the following conditions are met:

- a. The letters of reprimand are more than three (3) years old;
- b. The file does not contain subsequent letters of reprimand or records of disciplinary action; and
- c. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand.

Section 3 – Job Specifications

3.1 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.

The parties agree to meet and confer on the job descriptions recommended by Koff & Associates after further revision by management.

3.2 An Employee may request a copy of the employee's job description from Human Resources. Job descriptions are also available on the City/District website, www.fostercity.org.

3.3 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, will be granted two hours paid time off at the end of the workday to obtain or renew the license.

Section 4 – Personnel Rules

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 5 – Transfer, Promotion, Demotion

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

Section 6 – Discipline, Discharge

A. Disciplinary Action and Discharge

The City shall have the right to issue disciplinary action and discharge employees for just cause. A list of examples for cause are found in the City's Personnel Rules and Regulations.

B. Procedure

The City and the Union recognize the intent of disciplinary action is to remedy performance problems and modify behavior. While the City will attempt to accomplish those objectives through training and progressive disciplinary action, the City reserves the right to issue disciplinary action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated offenses may call for disciplinary action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive disciplinary action.

C. Right to Representation

An employee shall have a right to a Union Steward present in an investigatory meeting which the employee reasonably believes could lead to disciplinary action. The employee shall arrange for representation at the earliest possible time.

D. Disciplinary Action Notices

The Administrative Services Department agrees to provide the Union with copies of all disciplinary action and discharge notices within five (5) business days after issuance. The Union may contest any disciplinary action or discharge by filing a written grievance at Step 1 of the grievance procedure contained in Grievance section TBD

E. Retention Period

Disciplinary action issued and upheld following the exhaustion of appeal(s) under this Agreement for harassment/discrimination and workplace violence shall remain in an employee's personnel file and may be considered for purposes of further disciplinary action for the duration of an employee's employment with the Department.

F. Disclosure

The Administrative Services Department will, upon request of the Employee, provide the Union copies of any documents relied upon by the Administrative Services Department in support of the disciplinary action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care or legal information, such confidential information will be redacted before providing the documents to the Union.

Section 7 – Light Duty / Light Work

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

Section 8 – Seniority

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

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

8.3 Employees who involuntarily separate from employment who are subsequently rehired by the City/District 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 9 – Uniform Policy

9.1 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. New employees hired into any of the above job classifications shall be immediately eligible for the \$300 boot allowance which will be provided on the pay date when the employee receives his/her first paycheck. Employees shall comply with management direction regarding the condition and appearance of work attire.

9.2 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 current Uniform Policies are attached to this MOU as Attachments C and D. The City/District agrees to meet and confer on proposed changes that directly impact Employees.

9.3 The uniform stipend for Senior Community Service Officers (CSOs) shall be used 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 stipend 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 the \$650 uniform stipend per fiscal year towards the initial uniform and footwear expense. New hires shall not be entitled to any additional uniform stipend 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 stipend 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 stipend 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 uniform stipend in a lump sum of \$650 (non-PERSable) 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. The City will research via CalPERS the uniform stipend for Senior CSO to allow the compensation to be listed as PERSable Special Compensation.

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.

Code Enforcement Officer and Building Inspectors will receive uniforms from City management annually.

9.4 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 10 – Education and Career Development

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 11 – Contracting Work

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 12 – Temporary Employees

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

Section 13 – Labor Management Committee (LMC)

13.1 Labor/Management Relation - The Employer and the Union recognize that the character and quality of the Union/Management relationship in each Department has an impact upon productivity and quality of services. Accordingly, the parties agree to support joint Labor/Management training in skills and concepts which may contribute to increased Union/Management understanding and cooperative relationship

13.2 Purpose and Agenda

- a. The purpose of these committees is to provide a means for continuing communication between the parties and to promote a climate of constructive Employee-Employer relations.
- b. This would include, but is not limited to, such activities as to:
 - o Discuss the administration of this Agreement;
 - o Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
 - o Discuss the future needs and programs of the Employer;
 - o Disseminate general information of interest to the parties;
 - o Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
 - o Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring;
 - o Proposed work rules will be an appropriate subject for discussion; and
 - o Scope of bargaining issues and grievances will not be an appropriate topic for Labor/Management Committees.

13.3 Department Committee Meetings. Equal number of management and union, chosen by each respective side. Shall meet consistently as needed. The union will provide an agenda beforehand. Either Management or the Union can invite special attendees to either speak to an agenda item or provide neutral feedback to achieve resolution.

13.4 City Wide LMC- Equal number of management and union, chosen by each respective side. Shall meet consistently as needed. The union will provide an agenda beforehand. Either Management or the Union can invite special attendees to either speak to an agenda item or provide neutral feedback to achieve resolution.

13.5 Minutes will be kept of all committee meetings. Copies will be distributed out the Thursday before the meeting to all parties in attendance.

Section 14 – Meet and Confer

The parties agree to meet and confer during the second quarter 2025 regarding;

- o Juneteenth (June 19) holiday,
- o Job descriptions including any title changes – see Article 9 Section 3,
- o Any remaining compensation issues from the Koff class/comp study found in Appendix IV dated April 2023
- o Options for 50% sick leave into VEBA and
- o Reaffirming opt-in/opt-out VEBA status after guidance with an expert in **Internal Revenue Code Section 501(c)(9)**. In the interim, employees will have the option to opt in and opt-out during the 2024 Open Enrollment period.

Article 11 PROVISIONS OF LAW

Section 1 – City / District Rights

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 2 – Effect of Agreement

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.

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 3 – Statement of Understanding

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 4 – Severability

In the event that any provision 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.

Attachment A

Represented Classifications

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 Bargaining Unit

Accounting Specialist
Administrative Assistant I
Administrative Assistant II
Building Inspector
Building Lead Maintenance Worker
Building Maintenance Worker I
Building Maintenance Worker II
Building Permit Technician I
Building Permit Technician II Building
Services Coordinator
Code Enforcement Officer I
Code Enforcement Officer II
Equipment Maintenance Worker
Irrigation Technician
Mechanic I
Office Assistant I
Office Assistant II
Parks Lead Maintenance Worker
Parks Maintenance Worker Parks
Maintenance Worker I Parks
Maintenance Worker II
Plans Examiner
Police Records Specialist
Public Works Lead Maintenance Worker
Public Works Maintenance Worker Public
Works Maintenance Worker I Public
Works Maintenance Worker II
Recreation Coordinator I
Recreation Coordinator II
Senior Accounting Specialist
Social Media/Communication Assistant
Senior Building Inspector
Senior Community Services Officer
Senior Engineering Technician

Attachment B Salaries

Effective September 9, 2024, wages for classes represented by the Union shall be listed below:

<u>AFSCME</u>					
Plans Examiner	\$ 62.6537	\$ 65.7864	\$ 69.0757	\$ 72.5295	\$ 76.1560
Sr. Bldg Inspector	\$ 56.8288	\$ 59.6702	\$ 62.6537	\$ 65.7864	\$ 69.0757
Building Inspector	\$ 51.5454	\$ 54.1227	\$ 56.8288	\$ 59.6702	\$ 62.6537
Code Enforcement Officer II	\$ 48.5554	\$ 50.9832	\$ 53.5324	\$ 56.2090	\$ 59.0195
Sr. Engineering Technician	\$ 45.7266	\$ 48.0129	\$ 50.4135	\$ 52.9342	\$ 55.5809
Recreation Coordinator II	\$ 45.1764	\$ 47.4352	\$ 49.8070	\$ 52.2974	\$ 54.9123
Public Works Lead Maintenance Worker	\$ 43.7108	\$ 45.8963	\$ 48.1911	\$ 50.6007	\$ 53.1307
Mechanic I	\$ 43.4795	\$ 45.6535	\$ 47.9362	\$ 50.3330	\$ 52.8497
Social Media / Communication Assistant	\$ 42.9514	\$ 45.0990	\$ 47.3539	\$ 49.7216	\$ 52.2077
Building Lead Maintenance Worker	\$ 42.9133	\$ 45.0590	\$ 47.3120	\$ 49.6776	\$ 52.1615
Parks Lead Maintenance Worker	\$ 42.9133	\$ 45.0590	\$ 47.3120	\$ 49.6776	\$ 52.1615
Irrigation Technician	\$ 42.9133	\$ 45.0590	\$ 47.3120	\$ 49.6776	\$ 52.1615
Building Permit Technician II	\$ 42.3255	\$ 44.4418	\$ 46.6639	\$ 48.9971	\$ 51.4470
Administrative Assistant II	\$ 41.8667	\$ 43.9600	\$ 46.1580	\$ 48.4659	\$ 50.8892
Recreation Coordinator I	\$ 40.9763	\$ 43.0251	\$ 45.1764	\$ 47.4352	\$ 49.8070
Building Maintenance Worker II	\$ 40.6447	\$ 42.6769	\$ 44.8107	\$ 47.0512	\$ 49.4038
Public Works Maintenance Worker II	\$ 39.6470	\$ 41.6293	\$ 43.7108	\$ 45.8963	\$ 48.1911
Sr. Comm. Services Officer	\$ 39.1437	\$ 41.1009	\$ 43.1559	\$ 45.3137	\$ 47.5794
Parks Maintenance Worker II	\$ 38.9237	\$ 40.8699	\$ 42.9134	\$ 45.0591	\$ 47.3121
Senior Accounting Specialist	\$ 38.5594	\$ 40.4874	\$ 42.5118	\$ 44.6374	\$ 46.8693
Equipment Maintenance Worker	\$ 38.4753	\$ 40.3991	\$ 42.4191	\$ 44.5401	\$ 46.7671
Building Permit Technician I	\$ 37.9955	\$ 39.8953	\$ 41.8901	\$ 43.9846	\$ 46.1838
Administrative Assistant I	\$ 37.9743	\$ 39.8730	\$ 41.8667	\$ 43.9600	\$ 46.1580
Accounting Specialist	\$ 36.7232	\$ 38.5594	\$ 40.4874	\$ 42.5118	\$ 44.6374
Building Maintenance Worker I	\$ 36.6462	\$ 38.4785	\$ 40.4024	\$ 42.4225	\$ 44.5436
Building Services Coordinator	\$ 36.6462	\$ 38.4785	\$ 40.4024	\$ 42.4225	\$ 44.5436
Police Records Specialist	\$ 36.1759	\$ 37.9847	\$ 39.8839	\$ 41.8781	\$ 43.9720
Public Works Maintenance Worker I	\$ 35.9610	\$ 37.7590	\$ 39.6470	\$ 41.6293	\$ 43.7108
Code Enforcement Officer I	\$ 35.7448	\$ 37.5320	\$ 39.4086	\$ 41.3790	\$ 43.4480
Parks Maintenance Worker I	\$ 35.3050	\$ 37.0702	\$ 38.9237	\$ 40.8699	\$ 42.9134
Office Assistant II	\$ 33.5668	\$ 35.2451	\$ 37.0074	\$ 38.8578	\$ 40.8007
Public Works Maintenance Worker	\$ 32.6177	\$ 34.2486			
Parks Maintenance Worker	\$ 32.0227	\$ 33.6238			
Office Assistant I	\$ 30.4462	\$ 31.9685			

Attachment C

UNIFORM POLICY FOR PUBLIC WORKS MAINTENANCE EMPLOYEES (INCLUDES BUILDING/VEHICLE MAINTENANCE DIVISION)

The following shall be the policy of the City/District for uniforms of AFSCME Public Works Maintenance Unit employees. City shall contract with a uniform supply company and issue the following. Uniform style and color shall be determined by mutual agreement between AFSCME and Management but shall be consistent throughout the unit.

Standard uniform issue to employees shall be:

- A. Eleven (11) pair of pants and shirts with City logo, approved by the Public Works Director;
- B. One (1) long sleeve winter jacket with City logo (supplied by City);
- C. One (1) pair of coveralls;
- D. One (1) set of safety rated rain gear -coat, pants and rain boots.

Employees are not to alter the uniforms in any way. Coveralls may be worn when working in dirty areas in order to protect clothing. Paper coveralls shall be provided to those employees painting or working in extremely dirty areas. Employees will not be permitted to wear cloth, soft-soled or other soft shoes while working. Employees must wear steel toed boots.

Employees must carry their City-issued identification badge while at work to identify them as City employees to any third party. An employee on standby who receives a callout shall not be required to wear the above mentioned uniform but must wear clothing (such as a reflective vest or jacket issued by the City) that identifies him/her as a City employee and carry his/her City-issued identification badge.

The wearing of the safety vest is required at all times when on duty except when indoors or in the Corporation Yard.

Employees shall maintain a neat, clean appearance. Uniforms supplied by the uniform supply company shall be washed and maintained by the company. The City/District will clean coveralls.

Employees who fail to adhere to this policy without good cause may be subject to progressive disciplinary action up to and including termination.

Upon terminating employment, employees shall return all issued uniforms and equipment to their supervisor. Replacement value of uniforms and equipment not returned or damaged shall be deducted from the employee's final check.

Effective July 1, 2017



Kevin M. Miller, City Manager

Attachment D

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 February

2.0, 2019

The parties have met and conferred and hereby agree to the following changes to the current Fiscal Year 2017-2019 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 55.3 of the MOU, Uniform Policy -Alternate Uniform Provision, describes the uniform policy for AFSCME Employees. Section 55.3 states that 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.

After meeting with three different suppliers, Parks and Recreation Management is proposing that the City use a company called Mission Uniforms to provide the following services:

- Supply 11 pants to the Parks Department
- Supply 11 shirts to the Parks Department
- Provide weekly laundry services
- Optional on demand printing and embroidering for any number of other components. (hats, jackets, sweatshirts)

The services provided by Mission Uniform is similar to what the Department of Public Works currently has, and the majority of Parks Staff is in support of using their services.

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 2-21-19
AnnRitzma Date

Jennifer Uu 3/4/19
Jennifer Uu Date

Jeff Moneda 3/4/19
Jeff Moneda Date

John Castanha 2/21/19
John Castanha Date

Michael Floyd 3/20/19
Michael Floyd Date

Frank Fanara 3/10/19
Frank Fanara Date

Oswald Jimenez 3/11/19
Oswald Jimenez Date

Jacquelyn Tiffany
Jacquelyn Tiffany