

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SAN CARLOS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 829, AFL-CIO**

**PROFESSIONAL AND TECHNICAL
EMPLOYEES UNIT**

July 1, 2021 through June 30, 2023

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
Section 1 - No Discrimination		1
Section 2 - Hours of Work		1
2.1	Regular Schedules	1
2.2	Flexible Hours	2
Section 3 - Overtime		2
3.1	Authorization	2
3.2	Definition	2
3.3	Court Time	3
3.4	On-Call/Call-Back	3
Section 4 - Salaries		4
4.1	Bi-Weekly Salary Rates	4
4.2	Salary Plan	4
4.3	Pay for Temporary or Interim Appointment to a Higher Classification	5
4.4	Pay on Promotion	5
Section 5 - Holidays		6
5.1.	Holidays	6
5.2	Float Time	6
5.3	Saturday and Sunday Holidays	6
5.4	Observance of Recognized Holidays Based On Work Day Schedule	6
5.5	Compensation for City Holidays	7
Section 6 - Vacations		7
6.1	Entitlement	7
6.2	Vacation Accrual	7
6.3	Vacation Scheduling	8
6.4	Holiday Closures	8
6.5	Vacation Cash Out	8
Section 7 - Sick Leave		8
7.1	Accrual	8
7.2	General	8
7.3	Usage	9
7.4	Procedures for Requesting and Approving Sick Leave	9
7.5	Bereavement Leave	9
7.6	Jury Duty	9
Section 8 - Layoff and Reemployment		10
Section 9 - Hospitalization and Medical Care		10
9.1	Health Plan Contributions for Active Employees	10
9.2	Section 125 Cafeteria Plan Components and City Contribution Increases	11
9.3	Deferred Compensation Incentive	12
9.4	Domestic Partner Coverage	12
9.5	Alternate Medical Benefit Program	12
9.6	Retiree Health Plan Contributions	13
9.7	Longevity Recognition Program	13
9.8	Dental Plan	14
9.9	Vision Care Plan	14

9.10	Long-Term Disability	14
9.11	Short-Term Disability.....	14
Section 10	- Life Insurance	15
Section 11	- Retirement	15
11.1	Formula for Employees Hired Before March 16, 2009.....	15
11.2	Formula for Employees Hired March 16, 2009 through April 22, 2012.....	15
11.3	Formula for Employees Hired After April 22, 2012 through December 31, 2012 or Classic CalPERS Members	15
11.4	Formula for Employees Hired On or After January 1, 2013 (New CalPERS Members)	15
11.5	Formula for Fire Safety Employees Hired Prior to January 1, 2013 or Classic CalPERS Members.....	16
11.6	Formula for Fire Safety Employees Hired On or After January 1, 2013 (New CalPERS Members)	16
11.7	Pre-Tax Deduction for Employee Pension Contributions	16
11.8	Retirement Notice.....	16
Section 12	- Safety Shoes and Safety Glasses	16
Section 13	- Promotions.....	17
Section 14	- Grievances	17
14.1	Definition.....	17
14.2	Procedure.....	18
14.3	Extension of Time Limits.....	19
14.4	Compensation Complaints	19
14.5	Suspension and Discharge Grievances.....	19
14.6	No Change in Memorandum	20
14.7	No Strike.....	20
Section 15	- Severability of Provisions.....	20
Section 16	- Advance Notice	20
16.1	Ordinances Rules and Regulations.....	20
16.2	Contracting Out, Subcontracting, and JPA's.....	21
16.3	Personnel Rules Revisions	21
Section 17	- Union Membership.....	22
17.1	Union Membership.....	22
17.2	Dues Deduction	22
17.3	Union Access to New Employee Orientation.....	22
17.4	Membership Listing	23
17.5	Forfeiture of Deduction	23
17.6	Reinstatement	23
17.7	Hold Harmless.....	23
17.8	Third Party Notification	24
Section 18	- Miscellaneous	24
18.1	Mileage Reimbursement.....	24
18.2	Tuition Reimbursement.....	24
18.3	Disciplinary Action	24
18.4	Pregnancy Disability Leave.....	24

18.5	Military Leave	24
18.6	Leave of Absence Without Pay	25
18.7	Family Care Leave	25
18.8	Commute Incentives.....	25
18.9	Union Access to New Employee Orientation.....	25
Section 19 -	Integration and Waiver	26
19.1	Integration	26
19.2.	Waiver Of Further Bargaining On Covered Matters.....	26
19.3.	No Adverse Inference.....	26
Section 20 -	Effective Date and Termination	26
APPENDIX A		
	Wage and Salary Schedule (Effective July 5, 2021).....	28
APPENDIX A		
	Wage and Salary Schedule (Effective July 4, 2022).....	29

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The Employee Relations Officer (City Manager) is the representative of the City of San Carlos in employer-employee relations matters.

Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, is the formally recognized employee organization for the employees assigned to those classifications identified in Appendix A hereof.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the San Carlos City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period specified in Section 20, Effective Date and Termination, below.

Section 1 - No Discrimination

There shall be no unlawful discrimination by the City or the Union against an employee because of the employee's race, religious creed, color, medical condition, sex, sexual orientation, marital status, age, veteran status, national origin, ancestry, disability or because he or she engaged or refused to engage in protected union activities.

Section 2 - Hours of Work

2.1 Regular Schedules

The standard workweek for employees occupying full-time positions consists of forty (40) hours in any designated five (5) out of seven (7) consecutive days.

The City Manager shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the City.

Alternate work schedules for FLSA non-exempt employees (including 4/10 or 9/80 schedules) may be approved on an individual or work group basis by the City Manager if approval is recommended by the relevant affected department head. Employees assigned to an alternate 4/10 or 9/80 schedule will continue to work forty (40) hours per FLSA work week. While the City is supportive of providing alternate schedules when feasible, the City

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

shall remain open for business Monday through Friday from 8:00 a.m. until 5:00 p.m. and will continue to provide a high level of service to the citizens of San Carlos.

2.2 Flexible Hours

The City will consider employee requests for flexible starting and ending hours when they can be accommodated within a department's operational and staffing needs and are approved by the department head. The City will also consider the feasibility of job-sharing if two (2) employees request to job-share one position.

Section 3 - Overtime

3.1 Authorization

All compensable overtime must be authorized by the Department Head or designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

3.2 Definition

- A. Any authorized time worked by a non-FLSA exempt employee in excess of forty (40) hours in the applicable designated FLSA workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay. Compensatory time off may be taken in lieu of overtime payment. For purposes of Section 3, Overtime, and any applicable state or federal law, "time worked" excludes time in paid status but not worked (e.g. paid sick, vacation, holiday, disability or other compensatory time off.) Compensatory time off shall be at a time mutually agreeable to the employee and the Department Head. Compensatory time off which accrues in excess of forty-eight (48) hours will be liquidated by monetary payment during the month of October. An employee shall not be required to reduce a scheduled workday in whole or in part to avoid the payment for overtime worked on another scheduled work day.
- B. The parties acknowledge that the classification of Senior Systems Analyst, as constituted on July 1, 2008; Recreation Supervisor as constituted on September 1, 2010; Associate Engineer, Public Workers Supervisor and Recreation Coordinator as agreed on November 17, 2015 and Associate Planner as constituted on January 26, 2015 qualifies for exemption from overtime pay under applicable law and is therefore excluded from overtime under this agreement. Other positions or classifications may be exempt from overtime pay by mutual agreement between the City and Union if they qualify for exempt status under the FLSA. Employees in a classification exempted from overtime by mutual agreement shall be credited with sixty (60) hours of Administrative Leave with pay each January 1. If an overtime

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

exempt employee is hired after January 1 of the calendar year, they shall be credited with a prorated amount of Administrative leave based on the number of pay periods remaining in the calendar year. Use of Administrative Leave shall be governed by the same rules of use that apply to unrepresented management. Unused Administrative Leave does not carry over from one year to the next, is not compensable on termination, and is forfeited if not used within the calendar year in which it is credited.

3.3 Court Time

An employee who is ordered to report to work on an off-day for the purpose of appearing in court and who does so at the specified time shall receive a minimum of three (3) hours' pay at the employee's hourly straight time rate of pay subject to section 3.2 above.

An employee who is ordered to report to work for the purpose of appearing in court on an on-duty day more than three (3) hours prior to the employee's regular starting time shall receive a minimum of three (3) hours' pay at his or her hourly straight time rate of pay, subject to section 3.2 above. An employee who is ordered to report back to work on an on-duty day for the purpose of appearing in court shall receive a minimum of two (2) hours' pay at his or her straight time hourly rate of pay, subject to section 3.2 above, when such court appearance time is not continuous with other assigned work time.

3.4 On-Call/Call-Back

A. On-Call Compensation

Either one (1) hour compensatory time off or one (1) hour pay at the straight-time rate, at the option of the employee, shall be granted to employees required to be in an "on-call" status during the period that begins with the end of one workday and the beginning of the next work day.

Either three (3) hours' compensatory time off or three (3) hours' pay at the straight-time rate, at the option of the employee, shall be granted to employees required to be in an "on-call" status during the period that begins with the start of the workday Saturday and the beginning of the workday Monday.

Either four (4) hours' compensatory time off or four (4) hours' pay at the straight-time rate, at the option of the employee, shall be granted to employees required to be in an "on-call" status on the fixed holidays recognized in Section 5, Holidays, of this Memorandum of Understanding.

Employees designated to be "on-call" on Christmas Eve, New Year's Eve or Easter Sunday, shall receive three (3) hours of compensatory time or three hours' pay at straight time.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

B. Call Back

An employee recalled to work outside of and not contiguous with regularly scheduled hours shall be compensated a minimum of three (3) hours at the overtime rate. For the purpose of this Section, pay for call-back shall begin from the time the employee leaves his/her residence to report for work and shall end at the time the employee returns to his/her residence. Such travel time shall not exceed fifteen (15) minutes when reporting to work and fifteen (15) minutes after the work period.

Section 4 - Salaries

4.1 Bi-Weekly Salary Rates

- A. The salary rates for all classifications are listed on Appendix A, attached hereto. For the period beginning July 5, 2021 or the first day of the first pay period beginning on or after the date this Memorandum Of Understanding is signed by all parties and adopted by the City Council, whichever is later, the applicable base wage rates set forth in Appendix A reflect a base wage rate increase of three percent (3%) over base wage rates in effect on June 30, 2021 for all classifications covered by this Memorandum of Understanding. For the period beginning on July 4, 2022 applicable base wage rates set forth in Appendix A reflect an additional base wage rate increase equal to three percent (3%) of the base wage rates in effect on June 30, 2022, for all classifications in the bargaining unit.
- B. Before commencement of negotiations over a successor to this 2021-2023 Memorandum of Understanding, the City will conduct a compensation survey and share the results with the Union.

4.2 Salary Plan

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager. In case of an unsatisfactory employee performance evaluation, an increase in salary may be withheld. An employee who is denied an increase in salary may discuss such denial with his/her Department Head and the City Manager. The decision of the City Manager shall be final and not grievable.

All increases or decreases in compensation that occur under this Memorandum of Understanding shall take effect at the start of the first pay period following the date of the increase or decrease.

The City Manager may at any time, and following consultation with the relevant Department Head, advance an employee to a higher step rate within the salary range fixed for the classification if he or she determines that such action will facilitate recruitment,

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

retention, workforce motivation, or other City operational interests.

The City Council may grant equity salary increases, at its discretion, to any classification(s) covered by this Memorandum of Understanding during the term of this Memorandum of Understanding. The City will notify the Union of the Council's decision to grant any such increases in salary range(s) and the Council will be mindful of compaction of the salary ranges in granting any such increases.

Except as provided above in this subsection, an employee who has received a satisfactory rating on an employee performance evaluation shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months' satisfactory service at Step 1.

Step 3 upon completion of twelve (12) months' satisfactory service at Step 2.

Step 4 upon completion of twelve (12) months' satisfactory service at Step 3.

Step 5 upon completion of twelve (12) months' satisfactory service at Step 4.

4.3 Pay for Temporary or Interim Appointment to a Higher Classification

An employee who is temporarily appointed and performs the work of a position in a higher classification temporarily vacated by its incumbent either within or outside of the Bargaining Unit for more than four (4) consecutive workdays shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification. However, if the position in the higher classification is vacant (has no incumbent) and the employee is given an interim appointment to such position pending the permanent filling of such position, he or she shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification, or the rate of the first step of the range assigned to the higher classification, whichever is greater. In no event shall such pay exceed the maximum of the range of the classification in which the employee is temporarily assigned. Payment shall commence with the first (1st) workday of the temporary or interim assignment and shall continue, including holidays, during the period of temporary or interim assignment. Such appointment shall be in writing by the Department Head and approved by the City Manager or his designated representative.

4.4 Pay on Promotion

An employee promoted to a classification having a higher salary range shall be placed on that step in the new range which provides a salary increase for the employee of at least five percent (5%), provided that the employee's new salary shall not exceed the top step of the pay range for the classification to which appointed.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

Section 5 - Holidays

5.1. Holidays

The following days are recognized as City holidays:

(1)	January 1	New Year's Day
(2)	Third Monday in January	Martin Luther King, Jr. Day
(3)	Third Monday in February	President's Day
(4)	Last Monday in May	Memorial Day
(5)	July 4	Independence Day
(6)	First Monday in September	Labor Day
(7)	November 11	Veterans Day
(8)	Fourth Thursday in November	Thanksgiving Day
(9)	Fourth Friday in November	Day after Thanksgiving
(10)	December 25	Christmas Day

For purposes of this Memorandum of Understanding, a “recognized holiday” refers to the calendar day listed above in this section on which the listed holiday occurs each year. A recognized holiday shall be deemed “observed” when the employee takes the holiday off from work (but not a compensatory day off in lieu of a holiday).

5.2 Float Time

Regular full-time employees will also be entitled to forty (40) hours of Float Time. Such float time shall be arranged at least two (2) weeks in advance of the day desired and scheduled by mutual agreement with the Department Head. The forty (40) hours of Float Time will be pro-rated for new employees hired during the year. Unused Float Time is not carried forward into subsequent calendar years.

5.3 Saturday and Sunday Holidays

Except as provided in subsection 5.4 below, a recognized City holiday that falls on Saturday shall be observed the preceding Friday, and a recognized holiday that falls on Sunday shall be observed on the following Monday.

5.4 Observance of Recognized Holidays Based On Work Day Schedule

If a recognized City holiday falls on the employee’s first regularly scheduled day off, his or her immediately preceding scheduled work day shall be observed as the employee’s holiday. If the recognized City holiday falls on the employee’s second or third scheduled day off, he or she shall observe his or her next scheduled work day as the holiday.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

5.5 Compensation for City Holidays

Except as provided in this subsection 5.5, the City shall pay the full-time employee eight (8) hours of straight time pay when he or she observes and does not work on a recognized City holiday; provided that he or she is in pay status on his or her regularly scheduled work days immediately before and after the holiday.

FLSA non-exempt employees required to work on a holiday shall be compensated for such time worked at the overtime rate (in pay or compensatory time off as provided in section 3.2 above) and in addition shall receive eight (8) hours' pay at the straight-time rate for holiday pay.

For an employee on a nine-eighty (9/80) schedule, if the recognized City holiday is observed on the day that the employee is scheduled to work an eight (8) hour work day, he or she shall receive eight (8) hours of holiday for that day. If it is observed on a nine (9) hour work day, he or she shall receive eight (8) hours of holiday and shall charge an hour of compensatory time off, float time, or accumulated vacation or, if the employee has no remaining accruals in those accounts, leave without pay to make up the remaining hour.

Section 6 - Vacations

6.1 Entitlement

All employees who hold full-time positions are entitled to ninety-six (96) hours of vacation pay upon successful completion of their first year of continuous service. Employees may take accrued vacation after the completion of six (6) months' service. After the first year, employees shall accrue vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1st year to 4 years	12 days (96 working hours/3.694 hours bi-weekly)
After 4 years to 11 years	16 days (128 working hours/4.924 hours bi-weekly)
After 11 years	17 days (136 working hours/5.231 hours bi-weekly)
After 12 years	18 days (144 working hours/5.54 hours bi-weekly)
After 13 years	19 days (152 working hours/5.847 hours bi-weekly)
After 14 years to 16 years	21 days (168 working hours/6.462 hours bi-weekly)
After 16 years	22 days (176 working hours/6.77 hours bi-weekly)
After 17 years	23 days (184 working hours/7.077 hours/bi-weekly)
After 18 years	24 days (192 working hours/7.385 hours/bi-weekly)
After 19 years	25 days (200 working hours/7.70 hours/bi-weekly)

6.2 Vacation Accrual

No employee shall be allowed to accumulate more than two (2) times the amount of vacation he or she would earn in a calendar year at his or her current rate of accrual. The City Manager may grant an exception to this policy. If an employee reaches the applicable

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

accumulation ceiling, he or she shall continue to accrue vacation and the hours in excess of the accumulation ceiling at the end of September each year will be paid to the employee in the month of October. Payment will be at the employee's regular straight time hourly rate, exclusive of premiums, as of the September 30 preceding the October payment.

6.3 Vacation Scheduling

The time at which employees shall be granted vacations shall be at the discretion of the Department Head. Length of service shall be given consideration when giving preference as to vacation time.

6.4 Holiday Closures

The City Manager may designate up to five (5) specific work days in each calendar year between Christmas Eve and New Year's Eve during which employees may be required to take time off, charged to leave without pay, the employee's accumulated compensatory time, vacation, floating holidays, or a combination thereof, as determined by the affected employee. The days must be consecutive for the employee, but may differ between employees. Employees who do not have sufficient accumulated time off in their account to cover the required time off may request, and will be granted, sufficient advance on their vacation accrual to cover the uncovered balance. This advance will be recovered with the next vacation accruals earned by the employee. Time off of work under this provision shall not be deemed a layoff.

6.5 Vacation Cash Out

An employee may make an irrevocable election to sell back to the City forty (40) hours in a calendar year of accumulated vacation at the employee's base rate of pay.

Sell back requests must be received by Payroll no later than December 31 for the following calendar year's elections. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

Section 7 - Sick Leave

7.1 Accrual

Employees shall accrue sick leave credit at the rate of eight (8) hours per month. Unused sick leave may be accrued without limit.

7.2 General

Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

7.3 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- A. The employee's illness, injury, exposure to contagious disease, or pregnancy, childbirth, or related medical conditions which incapacitates the employee from performance of duties.
- B. The employee's receipt of required medical or dental care or consultation.
- C. The care of the employee's ill or injured immediate family member (as defined in Section 7.5) to a maximum of forty-eight (48) hours per calendar year or as required by applicable law.

7.4 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time in the manner hereinafter specified. In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.

Subject to the limits of applicable law, the Department Head, in consultation with the Human Resources Division, may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appears warranted before taking action on the request.

7.5 Bereavement Leave

In case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of five (5) consecutive workdays.

For the purpose of this Section, immediate family is defined as husband, wife, domestic partner as defined by the State of California, father, mother, grandfather, grandmother, sister, brother, son, daughter, mother-in-law, father-in-law, stepchild, stepmother, stepfather, or such person who has served in the place of the employee's parent.

Such leave shall not be charged against the employee as leave without pay nor deducted from the employee's accrued sick or vacation leave balances.

7.6 Jury Duty

An employee summoned to jury duty shall inform his supervisor and if required to serve, may be absent from duty with full pay; provided, however, the employee must remit to the

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

City, through the employee's Department Head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.

Section 8 - Layoff and Reemployment

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the City service, unless that employee has been offered the temporary work.

When a Department Head is instructed by the City Manager or the City Council to reduce the number of employees, layoff shall be made in accordance with the following rules:

Layoffs shall be by job classification according to reverse order of seniority as defined by total continuous City service as a regular full-time employee (i.e. forty (40) scheduled hours of work per week). A regular employee working in a full-time position that accepts a reduction to a less than full-time but at least half-time position in the same classification will receive credit for such time worked on a prorated basis.

The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the bumping employee previously held permanent status provided the displaced employee has less total continuous City service.

An employee may, with the approval of the City Manager, demote or transfer to a vacant position for which he/she possesses the necessary skills.

The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years.

Former employees who return within two (2) years who are appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation accrual level, longevity and credit for years of service. However, such re-employed employees shall not be eligible for benefits for which they receive compensation at the time of or subsequent to the date they were laid off.

Section 9 - Hospitalization and Medical Care

9.1 Health Plan Contributions for Active Employees

Through June 30, 2023, the City shall contribute the minimum amount required by law toward the monthly premium for hospital and medical care benefits under the CalPERS (PEMHCA) Health Plan for each active employee enrolled in a CalPERS (PEMHCA) Health Plan. Any remaining premium shall be paid by the employee either through the section 125 Plan (described below) or payroll deduction or a combination thereof.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

9.2 Section 125 Cafeteria Plan Components and City Contribution Increases

- A. The City will continue to provide a Cafeteria Benefits plan, subject to the requirements and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof.
- B. The City shall contribute each month up to the amounts listed below, based on the employee's level of medical plan enrollment, but not exceeding the amount charged for the plan in which the employee has enrolled, to each active employee's section 125 Plan account.

<u>Level of Medical Plan Enrolment</u>	<u>Amount of Monthly City Contribution</u>
	Effective January 1, 2021
No Plan (Opt out)*	\$943.12
Employee Only	\$943.12
Employee + One	\$1,605.56
Employee + Two or more	\$1,939.96

Effective January 1, 2022 the City will increase the above contribution amounts. The increase will be a percentage that reflects that portion of the average January 1, 2022 combined percentage premium increase at all levels of plan enrollment for the City's current miscellaneous employee PEMHCA plans (offered within San Mateo County) that exceeds two percent (2%). For example, if the combined average increase is seven percent (7%), the City's contribution will increase by five percent (5%).

Effective January 1, 2023 the City will increase the 2022 amounts. The increase will be a percentage that reflects that portion of the average January 1, 2023 combined percentage premium increase at all levels of plan enrollment for the City's current miscellaneous employee PEMCHA plans (offered within San Mateo County) that exceeds two percent (2%). For example, if the combined average increase is seven percent (7%), the City's contribution will increase by five percent (5%).

*An employee may elect to opt out of medical insurance coverage only in accordance with sub-section 9.5 below. The amount shown in this table is the amount resulting from such election.

- C. Any amount remaining after the Employee has designated the portions of his or her 125 plan contribution amount for the purposes described in subsection 9.2.A above will be deemed forfeited.
- D. Procedures for the administration of the Section 125 Plan shall be determined by

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

the City. The City shall assume the administrative cost for the Plan.

E. Health Flexible Spending Account.

During an annual open enrollment period, an employee may elect to enter into a salary reduction agreement with the City whereby the City will direct the amount of the salary reduction on a pre-tax basis, to the extent allowed by Internal Revenue Code section 105, into the employee's Health Flexible Spending Account ("HFSA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds remaining in his or her HFSA at the end of the plan year or at the end of the grace period, if any, allowed under the City Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

F. Dependent Care Assistance Plan Account

During the annual open enrollment period, an employee may elect to enter into a salary reduction agreement whereby the City will direct the amount of the salary reduction on a pre-tax basis, to the extent permitted by IRC section 129, into the employee's Dependent Care Assistant Plan ("DCAP") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the City's Plan Document. The employee may request reimbursement of qualifying dependent care expenses from his or her DCAP Account. The employee will forfeit all unused funds remaining in his or her DCAP account at the end of the plan year or at the end of the grace period, if any, allowed under the City Plan Document, whichever is later.

9.3 Deferred Compensation Incentive

Effective July 1, 2021, the City shall provide a contribution to an employee's deferred compensation account in an amount equal to the employee's contribution at a ratio of 1:1, to a maximum of fifty dollars (\$50) per biweekly pay period. This shall not imply any City endorsement or responsibility for the performance of any deferred compensation account or instrument selected by the employee.

9.4 Domestic Partner Coverage

The City will provide domestic partner medical coverage to the extent and in the manner which CalPERS health plan carriers allow for the domestic partner's enrollment

9.5 Alternate Medical Benefit Program

Eligible employees who are covered by health insurance coverage through their spouse or other source with benefits comparable to those provided through City sponsored plans may waive coverage under the City sponsored plans. The employee shall sign a waiver form

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

provided by the Human Resources Department. If the employee waives coverage as provided herein, the City will pay the amount of the City's monthly individual employee-only contribution to the employee's Section 125 plan account, as provided in Subsection 9.2.B above. Such payment will be made each month that the employee continues to waive coverage and receive health insurance through the employee's spouse or other source.

Re-enrollment in the City sponsored CalPERS Plan is subject to the limitations/exclusions/time period instituted by CalPERS. Employees are eligible to re-enroll during the CalPERS open enrollment period. Upon the effective date of the re-enrollment, payments pursuant to this subsection 9.5 cease.

9.6 Retiree Health Plan Contributions

If an employee has worked for the City of San Carlos a minimum of ten (10) years and retires with a PERS retirement, the City will allow the retiree only to stay on the City's dental and vision insurance plans provided the employee pays the full premium(s) plus a two percent (2%) administration fee. This option must be exercised at the time of retirement.

Through June 30, 2023 the City shall contribute the minimum amount required by law toward the monthly premium for hospital and medical care under the CalPERS (PEMHCA) Health Plan for individuals who retire from the City through CalPERS.

9.7 Longevity Recognition Program

- A. Employees hired by the City before January 1, 2009 who have completed at least ten (10) years of continuous City service immediately preceding such retirement shall be eligible for a monthly payment equal to the City's employee-only contribution to the Section 125 plan, as provided under subsection 9.2.B above, following retirement and continuing until the employee's death. This amount shall increase by the same percentages and at the same times as the City's Section 125 Plan contribution increases for active employees selecting employee-only medical coverage.
- B. Employees hired on or after January 1, 2009 but before December 13, 2010 (for employees formerly included in the mid-management unit) or February 28, 2011 (for all other employees) who retire from the City through CalPERS who have completed at least fifteen (15) years of continuous City service immediately preceding such retirement shall be eligible for a monthly payment of three hundred fifty dollars (\$350) per month following retirement and continuing until the employee's death. This amount shall not change after retirement. This City will not make such payments for employees hired on or after the respective cutoff dates set forth in this subsection 9.7.B.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

9.8 Dental Plan

The City shall provide a Dental Plan, through a carrier or administrator of its choice, for eligible employees and their dependents and shall pay a maximum monthly amount of one hundred seventy-five dollars (\$175). The Plan will continue to pay the dentist directly and the employee is responsible for paying any remaining balance directly to the dentist/orthodontist.

The annual maximum reimbursement for dental expenses per fiscal year per covered participant is a total of two thousand dollars (\$2, 000). During the life of this agreement the City may select to implement a substitute plan(s) of benefits to replace the existing dental plan. Any enrollee's monthly premium amount for such substitute plan in excess of the amount paid by the City for the plan in effect prior to implementation of the substitute plan will be paid by the employee through payroll deduction.

9.9 Vision Care Plan

The City agrees to contribute up to fifteen dollars (\$15.00) per month per employee in the bargaining unit towards the cost of a vision plan covering the employee only. Such plan shall include annual frames, lenses and examinations.

Employees are permitted to enroll their dependents in the Vision Care Plan. The entire premium for the dependent coverage will be paid by the employee by payroll deduction at their own expense at the applicable two-party or family rate then in effect minus the City's contribution for the employee's coverage. In addition, employees enrolling dependents will pay two percent (2%) of the entire applicable two party rate or family rate for such coverage to cover the cost of administering the extension of this benefit to family members. The City may increase or decrease this administrative charge as part of its annual review of user fees. However, before implementing such a change, the City will give notice to the Union of the intended change and an opportunity to meet and confer on the change in fee.

9.10 Long-Term Disability

The City shall continue to provide long-term disability insurance for employees in the Professional and Technical Employee Unit; the waiting period for long-term disability benefits shall be forty-five (45) days. The Long-Term Disability premium is taxed to allow the long-term disability payment to be issued on a tax-free basis.

9.11 Short-Term Disability

Within sixty (60) days after the Council adopts this Memorandum of Understanding, the bargaining unit may by majority vote elect to participate in the State Disability Insurance program. If such election is made, the City will deduct the premiums from the paychecks of employees and forward payment to the State.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

Section 10 - Life Insurance

The City shall provide for each eligible employee life insurance in the amount of Two Hundred Thousand Dollars (\$200,000) at no cost to the employee. The premium for the amount over \$50,000 is subject to Federal and State taxes.

Section 11 - Retirement

11.1 Formula for Employees Hired Before March 16, 2009

For Miscellaneous employees hired before March 16, 2009, the City provides the PERS 2.7 % at 55 retirement benefit formula with PERS single highest year final average compensation, conversion of unused sick leave to PERS service credit and Industrial Disability

11.2 Formula for Employees Hired March 16, 2009 through April 22, 2012

For Miscellaneous employees hired on or after March 16, 2009 but before April 23, 2012 the City provides the PERS 2.5% at 55 retirement benefit formula with the PERS single highest year final compensation earnable average, conversion of unused sick leave to PERS service credit and Industrial Disability.

11.3 Formula for Employees Hired After April 22, 2012 through December 31, 2012 or Classic CalPERS Members

For Miscellaneous employees hired after April 22, 2012 but before January 1, 2013 the City provides the PERS 2.0% at 55 retirement benefit formula with the average of the three highest years' compensation earnable as the basis for calculating the pension, conversion of unused sick leave to PERS service credit, and Industrial Disability.

11.4 Formula for Employees Hired On or After January 1, 2013 (New CalPERS Members)

For Miscellaneous employees hired on or after January 1, 2013 the City provides the PERS 2.0% at 62 pension formula with the average of three (3) highest years' pensionable compensation as the basis for calculating pension, conversion of unused sick leave to PERS service credit and Industrial Disability pursuant to the California Public Employee Pension Reform Act of 2013 ("PEPRA"). Notwithstanding the foregoing, if PERS determines, consistent with law, that an employee hired by the City on or after January 1, 2013 is an eligible "Classic" member of the PERS (as such status is defined by law) subject to the 2% at age 55 pension benefit formula set forth in subsection 11.3 above, the City will provide the employee with that formula rather than the 2.0% at age 62 formula otherwise provided under this subsection 11.4.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

11.5 Formula for Fire Safety Employees Hired Prior to January 1, 2013 or Classic CalPERS Members

For Fire Safety employees hired before January 1, 2013 or “classic” CalPERS members as defined by CalPERS, the City provides the PERS 2.0% at 50 retirement benefit formula with the average of the three highest years’ compensation as the basis for calculating the pension, conversion of unused sick leave to PERS service credit, and Industrial Disability.

11.6 Formula for Fire Safety Employees Hired On or After January 1, 2013 (New CalPERS Members)

For Fire Safety employees hired on or after January 1, 2013 that are “new members” of CalPERS as defined by the Public Employee Pension Reform Act of 2013 (“PEPRA”), the City provides the PERS 2.7 at 57 retirement benefit formula with the average of the three highest years’ compensation as the basis for calculating pension, conversion of unused sick leave to PERS service credit, and Industrial Disability.

11.7 Pre-Tax Deduction for Employee Pension Contributions

The City will continue to offer the voluntary salary reduction option offered by Section 414(h)(2) of the Internal Revenue Service Code and the Public Employees Retirement System.

11.8 Retirement Notice

An employee who intends to retire from the City must deliver to the City Manager a written notice of the employee’s planned retirement date as far in advance of that date as possible, but not less than one hundred eighty (180) days in advance of the employee’s last anticipated day of actual work. If such notice is given, the employee will be allowed to use his or her accumulated unused vacation credits after his or her last actual day of work and prior to his or her retirement date. However, if less notice is given, the employees will not be allowed to run out his or her accumulated unused vacation credits prior to retirement unless the employee provides documentation of extenuating circumstances that, in the City Manager’s judgment, rendered the giving of the notice infeasible to the extent it was not given.

Section 12 - Safety Shoes and Safety Glasses

12.1 For employees in the Building Inspector, Public Works Inspector, and Fire Prevention Officer classifications the City shall establish and maintain a safety shoe purchase program through which employees may purchase safety shoes. The maximum allowance toward the purchase shall be three hundred dollars (\$300) annually. The cost of safety shoes (including work boots) under this section shall be covered only if they meet or exceed the requirements of American Society for Testing Materials (ASTM) standard F2413-05, or its successor(s) if any, and bear the manufacturer’s mark denoting such compliance.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

12.2 Effective with the first pay period commencing on or after the date this this Memorandum of Understanding is adopted by the City Council, whichever is later, the City will commence paying employees in the Fire Prevention Officer classification an allowance of eight hundred dollars (\$800) per year paid in equal installments each bi-weekly pay period. The allowance will be paid to the employee while in active service for the acquisition, maintenance and cleaning of the Fire Prevention Officer's City-specified and approved uniform.

The City shall provide safety glasses to employees who are required to wear safety glasses in the performance of their job.

Section 13 - Promotions

All promotions shall be made by competitive examination conducted in accordance with the following rules:

"The examination will give due consideration for length of service and capacity for the new position as demonstrated by a promotional or an open competitive examination. A candidate for promotion shall submit adequate evidence that he/she can perform the essential job duties of the position."

An employee to be eligible to compete for promotion must have permanent status in a lower related class. A promotional competitive examination shall consist of any combination of the following: written tests, oral tests, ratings on training or experience, performance tests, and shall fulfill the qualifications as set forth in the job classification. The combination in each case or procedure for the determination of the qualifying grade shall be announced in advance of the examination, and shall take into consideration approved practices.

All employees who qualify in the promotional examination shall be placed on a promotional eligibility list for the class of position in the order of their examination ratings.

Selection decisions shall be made by the City based on the City's determination of relative qualifications and merit.

An employee failing his/her probationary period in a promotional class shall have the right to return to the classification from which he/she was promoted provided that he/she had permanent status.

Section 14 - Grievances

14.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Letters of reprimand are not subject to the grievance procedure.

14.2 Procedure

Grievances shall be processed in the following manner:

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 ten (10) calendar days of the event giving rise to a grievance, the employee who believes he/she has a grievance may discuss his/her complaint with the immediate supervisor in the presence of a Union representative if the employee so requests. Grievances not presented within the time period shall be considered resolved. No grievance involving suspension, dismissal or demotion of an employee will be entertained unless it is filed in writing with the immediate supervisor within ten (10) calendar days of the time at which the affected employee was notified of such action.

The immediate supervisor will meet with the employee to discuss the grievance and attempt to resolve the matter. If the issue is not resolved at this level, or if the employee elects to submit the grievance directly to the Union, the matter will be taken up in the following manner:

STEP 2 – Department Head. If the grievance is not resolved in Step 1, within ten (10) calendar days of the event giving rise to a grievance, the employee or an official of the Union may present the grievance in writing to the Department Head. The written grievance shall include a statement of the relevant facts, cite the specific provision(s) of this Memorandum of Understanding allegedly violated, and the specific remedy sought. The Department Head shall investigate the grievance, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Department Head shall respond to the grievance in writing within ten (10) calendar days from receipt of the written grievance.

STEP 3 – City Manager. If the grievance is not resolved in Step 2, the employee or an official of the Union may, within ten (10) calendar days from receipt of the response from the Department Head, present the grievance in writing to the City Manager. The City Manager, or a representative designated by the City Manager who shall not be the Department Head shall investigate the merits of the complaint, meet with the complainant and, if the complainant is not the Union, meet with the officials of the Union and attempt to resolve the grievance. The City Manager will carry out these steps within a reasonable period, normally not to exceed twenty-one (21) business days. The City Manager shall respond to the grievance in writing within ten (10) calendar days after the conclusion of his or her investigation into the grievance, including any meeting with the Grievant.

STEP 4 – Arbitration. If the parties are unable to resolve the grievance at step 3, either the Union or the City may require that the grievance (except those specifically outlined

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

above as not proceeding beyond Step 3), be referred to an impartial arbitrator. The arbitrator shall be selected by the parties by alternately striking names from the predetermined panel of five (5) local arbitrators. Prior to selecting an arbitrator, the parties will determine by mutual agreement whether or not to submit the grievance to an expedited process; which will provide for a bench decision and no post-hearing briefs. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Decisions of the arbitrator on matters properly before the arbitrator shall be final and binding on the parties hereto to the extent permitted by the laws governing General Law Cities in the State of California. An arbitrator shall not 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 as set forth in Section 14.

14.3 Extension of Time Limits

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

14.4 Compensation Complaints

All grievances concerning the payment of compensation shall be initially filed in writing with the City Manager. In such cases no adjustment of compensation, if owed, shall be retroactive for more than sixty (60) days from the date upon which the grievance was filed. Only complaints that allege that the affected employee(s) has not been compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matter concerning compensation shall be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process for a successor MOU is next opened for such discussions.

14.5 Suspension and Discharge Grievances

If the parties resolve a grievance challenging a suspension without pay, a reduction in pay, or discharge, they may agree to reinstatement with or without restoration of pay or benefits lost due to the challenged action. In the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management, and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

14.6 No Change in Memorandum

- A. No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.
- B. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to the Grievance Procedure. An arbitrator shall not have the power to amend or modify the Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

14.7 No Strike

The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is in an operating condition that conforms with applicable state and federal law) or refuse to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding.

Section 15 - Severability of Provisions

If any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 16 - Advance Notice

16.1 Ordinances Rules and Regulations

Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, City Management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

16.2 Contracting Out, Subcontracting, and JPA's

The City will notify the Union of its intent to contract, subcontract, or place in a joint powers agreement (JPA), work customarily performed by members of this bargaining unit where such contracting or subcontracting would result in loss, or potential loss, through attrition or layoff of such bargaining unit members. The notice shall include an explanation of the City's reason for proposing such contracting/subcontracting. Such notice shall also be given if the City proposes to merge or consolidate a portion of operations affecting Bargaining Unit employees.

The Union shall be given the opportunity to meet with the City to discuss the effect of the proposed action upon its members and, upon request, to propose effective and economical alternative ways in which such services could continue to be provided by the City's own employees. The City shall allow the Union forty-five calendar days, from notice by the City, in which to make such proposals and to conduct necessary meetings prior to formal action by the City Council.

If the City decides to subcontract, undertake a merger, or enter into a joint powers agreement (JPA), the City shall endeavor in good faith to negotiate for the assumption of all affected employees into the proposed successor operation. However, if the City determines in good faith that such assumption is not feasible, the City will attempt to mitigate the impact on displaced employees, including the possibility of placement in City suitable vacancies and/or retraining.

16.3 Personnel Rules Revisions

The City may modify or supplement its Personnel Rules and Regulations. To the extent such changes in the rules or regulations are within the scope of representation, the City will notify the Union in writing of such changes at least ten (10) business days in advance of their tentative effective date. Such notice shall be sent by certified mail to AFSCME Council 57, ATT: Business Agent, 1301 Shoreway Road, #155, Belmont, California 94606. The Union will notify the City's Director of Administrative Services in writing by certified mail of any change in the foregoing mailing address, which shall thereafter apply. Within ten (10) business days after the City delivers such notice to the Union, the Union may request to meet and confer over the changes. Such request shall be in writing and delivered to the Human Resources Manager within the (10) business day request period. Any such discussions shall commence within ten (10) business days after the City's receipt of the notice. The parties shall make reasonable efforts to conclude the meet and confer process within sixty (60) days after they first meet, and the changes shall be held in abeyance during that period. However, the City may thereafter implement the changes as originally written or as modified by the City during the meet and confer process. However, such changes must be reasonable, and the parties shall continue to meet and confer over such changes until agreement or impasse is reached. If a conflict exists between the terms of this MOU and the modified or new rule or regulation, the terms of this MOU will prevail.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

Section 17 - Union Membership

The Union will provide representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.

17.1 Union Membership

Consistent with California Government Code Section 3500 et. seq. and the provisions of the City's Employer-Employee Organization Relations Ordinance, employees shall have the right to form, join and participate in the activities of a recognized employee organization, free from interference and discrimination, for the purpose of representation on all matters of employer-employee relations.

Employees covered by this Memorandum of Understanding may, at their own choosing, be members of Local 829, American Federation of State, County and Municipal Employees, AFL-CIO.

The Union shall be entitled to have authorized dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

17.2 Dues Deduction

Payroll deductions for dues shall be made for each individual for whom the City has received a request in writing from the Union for the payroll deduction to be made. The Union shall certify to the City all dues deductions and changes in a timely manner. The City shall process each change in deductions within 15 days of receiving the Unions' notification. All dues deductions shall be transmitted to the Union monthly. Separation of employment with the City will also sever dues deduction.

All transmittal checks shall be accompanied by documentation which denotes the time period for deduction, the employee's full name and amount of deduction.

The Union shall be the custodian of the authorization for payroll deduction forms.

If the City receives any questions from employees regarding union membership and/or dues, the City shall direct the employee to the Union. The City shall not provide advice to employees about those matters.

17.3 Union Access to New Employee Orientation

The City will provide the Union the opportunity to access the orientation of each new City employee in the bargaining unit for the purposes set forth in Government Code section 3555. The City will notify the Union in advance of the scheduled date, time and location of the orientation as provided in Government Codes section 3556. The Union will be granted thirty (30) minutes at the commencement of the orientation to communicate with

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

the new employee(s) concerning the rights and obligations created by the Memorandum of Understanding, the role of the Union in negotiating and effectuating the terms of the Memorandum of Understanding, and to answer questions. The thirty (30) minute period will not be extended, delayed, or rescheduled to accommodate failure of the Union to timely appear for part or the entirety of the thirty (30) minute period. The City representative conducting the orientation may observe the Union presentation but may not speak during the Union presentation. The City will schedule the new employee to attend the Union presentation. However, the City will not compel the employee to attend the Union presentation if the employee wishes to refrain from such attendance.

17.4 Membership Listing

Every 120 days, the City shall produce and provide to the Union a listing of the name, job title, department, work location and telephone number, home address and telephone number, personal cellular telephone number, and address on file with the City of all represented employees.

17.5 Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, no such deduction shall be made for the current pay period.

17.6 Reinstatement

If an employee is separated from the bargaining unit and is subsequently reinstated to city employment within the bargaining unit, upon the return of the employee to the representation unit, the employee will complete the new employee orientation. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, termination or retirement.

17.7 Hold Harmless

The Union shall indemnify, defend, and save the City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Section, or action taken or not taken by the City under this Section, and shall promptly reimburse the City for legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges.

The City shall promptly give written notice of any claim to the Union, shall provide any assistance that the Union may reasonably request for the defense of the claim, and the Union has the right to control the defense or settlement of the claim.

The duty to indemnify shall not apply to actions related to compliance with this section.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

17.8 Third Party Notification

The City acknowledges the Union's standing as sole representative for employees within the Unit. If the City receives an information request or a Public Records Act request for bargaining unit names and/or contact information, the City will notify the Business Agent of any such requests that are submitted to the City.

Section 18 - Miscellaneous

18.1 Mileage Reimbursement

The City agrees to reimburse employees for mileage driven in their personal vehicles while conducting City business at the rate specified by the IRS. Claims for such reimbursement must be submitted monthly on the proper City form and approved by the City before payment can be made. All employees in the bargaining unit are required to participate in the California Department of Motor Vehicles Pull Notice Program and to execute any authorizations necessary to facilitate that participation.

18.2 Tuition Reimbursement

Employees covered by this Memorandum of Understanding are eligible for reimbursement of educational expenses in accordance with the City's Tuition Reimbursement Policy, as modified by this section to provide up to One Thousand Two Hundred Fifty Dollars (\$1,250) per non-probationary employee per year of expenses incurred in job related educational programs or job-related certificate programs which are recommended by the employee's Department Head and approved by the City Manager. In order to be eligible for reimbursement the employee must attain a grade of "C" or better or "pass" in a pass/fail system.

18.3 Disciplinary Action

Non-probationary employees may be suspended, reduced in pay, demoted or discharged only for cause.

18.4 Pregnancy Disability Leave

Leave from work due to pregnancy shall be provided as required by applicable state and federal law and in accordance with existing City policy.

18.5 Military Leave

The provisions of the Military and Veterans Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act of 1994, as applicable, shall govern military leave of City employees.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

18.6 Leave of Absence Without Pay

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding.

The employee's Department Head may grant a leave of absence from duty without pay for a period not exceeding fifteen (15) days for reasons satisfactory to the Department Head. A leave of absence without pay not to exceed six (6) months may be granted to a regular employee within the classified service upon the written request of the employee, the recommendation of the Department Head and with the approval of the City Manager. Such leave of absence without pay may be extended upon the recommendation of the Department Head and with the approval of the City Manager for an additional six (6) months, the total leave not to exceed one (1) year.

18.7 Family Care Leave

Family Care Leave shall be administered in accordance with the City's Family Care Leave Policy. The City may modify such policy from time to time to conform to changes in the applicable law. The City shall promptly notify the Union of such change.

18.8 Commute Incentives

This Program will remain in effect only for the duration of the District/Commission mandate pursuant to SB 1339 (or its successor, if any) unless extended beyond the term of such mandate by the City Council at its discretion.

18.9 Union Access to New Employee Orientation

The City will provide the Union the opportunity to access the orientation of each new City employee in the bargaining unit for the purposes set forth in Government Code section 3555. The City will notify the Union in advance of the scheduled date, time and location of the orientation as provided in Government Codes section 3556. The Union will be granted thirty (30) minutes at the commencement of the orientation to communicate with the new employee(s) concerning the rights and obligations created by the Memorandum of Understanding, the role of the Union in negotiating and effectuating the terms of the Memorandum of Understanding, and to answer questions. The thirty (30) minute period will not be extended, delayed, or rescheduled to accommodate failure of the Union to timely appear for part or the entirety of the thirty (30) minute period. The City representative conducting the orientation may observe the Union presentation but may not speak during the Union presentation. The City will schedule the new employee to attend the Union presentation. However, the City will not compel the employee to attend the Union presentation if the employee wishes to refrain from such attendance.

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

Section 19 - Integration and Waiver

19.1 Integration

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation, and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this written MOU.

19.2. Waiver Of Further Bargaining On Covered Matters

Except as provided in subsection 3 below, the parties agree that neither shall be required to meet and confer over any wage, hour, term or condition of employment contained in this MOU for the life of the agreement, except for purposes of negotiating an entire successor MOU on timely notice given pursuant to Section 20 below, and that any legal duty to do so is hereby waived. However, the City Manager (or his or her expressly authorized delegate) and the Union Business Representative may enter into a joint written memorandum of interpretation to settle the meaning of any ambiguous provision of this Memorandum of Understanding.

19.3. No Adverse Inference

The Parties agree that proposals made by the City or Union during the negotiations that led to the conclusion of this MOU between them that were withdrawn will not be raised or submitted in any future labor relations forum (e.g. grievances, grievance arbitration, etc.) as evidence that either party sought but did not obtain or did not already possess rights, authority, or privileges addressed in those proposals.

Section 20 - Effective Date and Termination

This Memorandum of Understanding shall take effect July 1, 2021 or immediately after ratification by the San Carlos City Council, whichever is later, and subsequent signing by the authorized representatives of the Union and City. However, this shall not thereafter preclude or render optional implementation of an earlier effective date(s) for a specific provision(s) of this Memorandum of Understanding for which an earlier effective date(s) is expressly stated herein.


This Memorandum of Understanding shall remain in effect through June 30, 2023.


City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding


Made and entered into this day, _____, 2021.


**LOCAL 829, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:**


CITY OF SAN CARLOS:


DocuSigned by:

By: _____
F483C525CE174FB...
Tina Acree
Business Representative


DocuSigned by:

By: _____
72A2BA9FFBEE48A...
Jeff Maltbie
City Manager

DocuSigned by:

By: _____
37368476D8E94B8...
Janet Guerry
Team Member

DocuSigned by:

By: _____
89903D29EF8C472...
Rebecca Mendenhall
Administrative Services Director

DocuSigned by:

By: _____
1009E8CF8BB747A...
Anna Kertel
Team Member

DocuSigned by:

By: _____
7BC3228CD565485...
Angela Rodriguez
Human Resources Manager

DocuSigned by:

By: _____
085CEF631A43492...
Stacey Cue, Chief Negotiator
Industrial Employers and Distributors
Association

City of San Carlos - AFSCME 829
2021-2023 Memorandum of Understanding

APPENDIX A
CITY OF SAN CARLOS
AFSCME
PROFESSIONAL AND TECHNICAL EMPLOYEE UNIT
WAGE AND SALARY SCHEDULE

Effective July 5, 2021

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
HOURLY RATE					
Accounting Technician I	\$ 27.3671	\$ 28.7364	\$ 30.1906	\$ 31.6811	\$ 33.2634
Accounting Technician II	\$ 31.8371	\$ 33.4265	\$ 35.1011	\$ 36.8537	\$ 38.6984
Administrative Clerk	\$ 26.1077	\$ 27.4088	\$ 28.7796	\$ 30.2200	\$ 31.7299
Assistant Planner	\$ 44.5482	\$ 46.7757	\$ 49.1155	\$ 51.5678	\$ 54.1466
Building Inspector I	\$ 40.4510	\$ 42.4733	\$ 44.5947	\$ 46.8227	\$ 49.1642
Building Inspector II	\$ 45.2475	\$ 47.5110	\$ 49.8880	\$ 52.3784	\$ 54.9967
Civil Engineering Assistant	\$ 45.2688	\$ 47.5322	\$ 49.9092	\$ 52.3998	\$ 55.0251
Civil Engineering Technician	\$ 39.6078	\$ 41.5786	\$ 43.6628	\$ 45.8421	\$ 48.1357
Communications Coordinator	\$ 34.1077	\$ 35.8107	\$ 37.6058	\$ 39.4860	\$ 41.4585
Facility Attendant	\$ 18.4208	\$ 19.3418	\$ 20.3089	\$ 21.3243	\$ 22.3905
Fire Prevention Officer	\$ 59.1227	\$ 62.0810	\$ 65.1959	\$ 68.4501	\$ 71.8696
Public Works Inspector	\$ 46.7873	\$ 49.1288	\$ 51.5838	\$ 54.1594	\$ 56.8698
Senior Administrative Clerk	\$ 31.4256	\$ 32.9938	\$ 34.6470	\$ 36.3783	\$ 38.1947
Senior Facility Attendant	\$ 25.7500	\$ 27.0375	\$ 28.3894	\$ 29.8088	\$ 31.2993
Systems Analyst	\$ 47.9296	\$ 50.3279	\$ 52.8468	\$ 55.4862	\$ 58.2606

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
MONTHLY RATE					
PW Assistant Superintendent (Exempt)	\$ 8,399.25	\$ 8,819.21	\$ 9,260.17	\$ 9,723.18	\$ 10,209.34
Associate Engineer (Exempt)	\$ 9,831.59	\$ 10,322.45	\$ 10,839.59	\$ 11,380.61	\$ 11,950.29
Associate Planner (Exempt)	\$ 8,524.25	\$ 8,949.78	\$ 9,397.46	\$ 9,867.28	\$ 10,360.45
Recreation Coordinator (Exempt)	\$ 5,912.00	\$ 6,207.18	\$ 6,518.34	\$ 6,844.25	\$ 7,186.15
Recreation Supervisor (Exempt)	\$ 7,884.72	\$ 8,278.28	\$ 8,692.74	\$ 9,126.89	\$ 9,583.17
Senior Systems Analyst (Exempt)	\$ 9,370.41	\$ 9,838.99	\$ 10,330.93	\$ 10,847.49	\$ 11,389.87

*Actual salary may be at or below this maximum at the discretion of the City Manager

APPENDIX A

CITY OF SAN CARLOS

AFSCME

PROFESSIONAL AND TECHNICAL EMPLOYEE UNIT

WAGE AND SALARY SCHEDULE

Effective July 4, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
HOURLY RATE					
Accounting Technician I	\$ 28.1881	\$ 29.5985	\$ 31.0963	\$ 32.6315	\$ 34.2613
Accounting Technician II	\$ 32.7923	\$ 34.4293	\$ 36.1541	\$ 37.9593	\$ 39.8594
Administrative Clerk	\$ 26.8909	\$ 28.2311	\$ 29.6429	\$ 31.1266	\$ 32.6818
Assistant Planner	\$ 45.8847	\$ 48.1789	\$ 50.5890	\$ 53.1148	\$ 55.7710
Building Inspector I	\$ 41.6645	\$ 43.7474	\$ 45.9326	\$ 48.2274	\$ 50.6392
Building Inspector II	\$ 46.6049	\$ 48.9363	\$ 51.3846	\$ 53.9498	\$ 56.6466
Civil Engineering Assistant	\$ 46.6269	\$ 48.9582	\$ 51.4065	\$ 53.9718	\$ 56.6758
Civil Engineering Technician	\$ 40.7960	\$ 42.8260	\$ 44.9727	\$ 47.2174	\$ 49.5798
Communications Coordinator	\$ 34.1077	\$ 35.8107	\$ 37.6058	\$ 39.4860	\$ 41.4585
Cook	\$ 29.9800	\$ 31.4800	\$ 33.0600	\$ 34.7100	\$ 36.4400
Facility Attendant	\$ 18.9734	\$ 19.9220	\$ 20.9181	\$ 21.9641	\$ 23.0623
Fire Prevention Officer	\$ 60.8963	\$ 63.9434	\$ 67.1518	\$ 70.5036	\$ 74.0256
Permit Technician	\$ 34.2534	\$ 35.9660	\$ 37.7643	\$ 39.6526	\$ 41.6352
Public Works Inspector	\$ 48.1909	\$ 50.6026	\$ 53.1313	\$ 55.7842	\$ 58.5759
Senior Administrative Clerk	\$ 32.3684	\$ 33.9836	\$ 35.6864	\$ 37.4696	\$ 39.3406
Senior Facility Attendant	\$ 26.5225	\$ 27.8486	\$ 29.2411	\$ 30.7031	\$ 32.2383
Systems Analyst	\$ 49.3675	\$ 51.8378	\$ 54.4322	\$ 57.1508	\$ 60.0084

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
MONTHLY RATE					
PW Assistant Superintendent (Exempt)	\$ 8,651.22	\$ 9,083.79	\$ 9,537.98	\$ 10,014.87	\$ 10,515.62
Associate Engineer (Exempt)	\$ 10,126.54	\$ 10,632.13	\$ 11,164.78	\$ 11,722.02	\$ 12,308.80
Associate Planner (Exempt)	\$ 8,779.98	\$ 9,218.28	\$ 9,679.38	\$ 10,163.30	\$ 10,671.26
Recreation Coordinator (Exempt)	\$ 6,089.36	\$ 6,393.40	\$ 6,713.89	\$ 7,049.57	\$ 7,401.73
Recreation Supervisor (Exempt)	\$ 8,121.26	\$ 8,526.63	\$ 8,953.52	\$ 9,400.70	\$ 9,870.67
Senior Systems Analyst (Exempt)	\$ 9,651.53	\$ 10,134.16	\$ 10,640.86	\$ 11,172.91	\$ 11,731.57

*Actual salary may be at or below this maximum at the discretion of the City Manager