

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF SAN CARLOS**

**AND THE**

**LOCAL 856, FREIGHT CHECKERS,  
CLERICAL EMPLOYEES AND HELPERS  
UNION, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**SEPTEMBER 1, 2021  
THROUGH AUGUST 31, 2023**

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## **MEMORANDUM OF UNDERSTANDING**

**Between the**

**CITY OF SAN CARLOS**

**And**

**LOCAL 856, FREIGHT CHECKERS, CLERICAL EMPLOYEES  
AND HELPERS UNION, IBT**

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 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 29.

### **Section 1 - Recognition**

#### **1.1 Union Recognition**

Local 856, Freight Checkers, Clerical Employees and Helpers Union, IBT, hereinafter referred to as the "Union," is the recognized employee organization for the Field Unit comprised of those classifications listed in Section 9 of this Memorandum of Understanding.

#### **1.2 City Recognition**

The City Manager, or any management representative duly authorized by the City Manager, is the representative of the City of San Carlos, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 77-78 adopted by the City Council on July 27, 1977.

### **Section 2 - Union Membership**

The Union shall provide fair and non-discriminatory 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.

## **2.1 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 the International Brotherhood of Teamsters.

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

## **2.2 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 notify the City of all elected and revoked dues deductions 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.

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

The Union shall be the custodian of the "Employee Authorization for Payroll Deduction" forms.

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

## **2.3 New Employees**

Within thirty (30) calendar days of hiring, the City shall provide the name, job title, department, work location and telephone number, and personal cellular/home telephone number on file with the City of the new employee in this bargaining unit to the Union.

## **2.4 Current Employees**

An employee in a position covered by this Memorandum of Understanding shall be provided by Union with an "Employee Authorization for Payroll Deduction" form.

## **2.5 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.

## **2.6 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.

## **2.7 Reinstatement**

The provisions of 2.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

## **2.8 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.

## **Section 3 - Use of City Facilities and Advance Notice**

### **3.1 Space and Equipment**

City employees or their Union representatives may, in accordance with established City policies, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and chalkboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

### **3.2 Bulletin Boards**

The Union may use portions of City bulletin boards under the following conditions:

- A. All materials must be dated and must identify the Union that posted them.
- B. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the date of posting. Materials which the Department Head considers objectionable will not be posted. In instances where the Department Head denies posting, the Union may appeal such denial to the City Manager.
- C. The City reserves the right to determine where bulletin boards shall be placed and what portion of City bulletin boards are to be allocated for Union material.
- D. The City shall provide a bulletin board in the employees' lunchroom to be allocated for Union material in accordance with the provisions of this Section.

### **3.3 Advance Notice**

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.

## **Section 4 - Union Stewards and Official Representatives**

### **4.1 Attendance at Meetings by Employees**

City employees who are stewards or official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such Union representatives may be required to submit a written request for excused absence to their respective Department Heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

### **4.2 Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Union and business agents for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or



representatives shall not enter any work location without the consent of the City Manager or his designated representative. Prearrangements for routine contact may be made by agreement between the Union and the Department Head and when made shall continue until revoked. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours unless approved in advance by the City Manager or his designated representative.

#### **4.3 Union Access to New Employee Orientation.**

The City will provide the Union the opportunity to access the orientation of each new City employee new to the bargaining unit for the purposes set forth in Government Code section 3555. The City will notify the Union at least ten (10) days in advance of the scheduled date, time and location of the orientation as provided in Government Codes section 3556 except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The Union will be granted thirty (30) minutes during 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, to make a presentations, present written materials, and to answer questions. The thirty (30) minute period may be extended, delayed, or rescheduled at the discretion of the City upon request from the Union. 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.

The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to participate in the new employee orientations. The City shall make available for download from its website a copy of this Agreement, the current salary schedule, and a list of all job classifications.

#### **Section 5 - No Discrimination**

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

#### **Section 6 - Hours of Work**

The standard workweek for employees occupying full-time positions consists of forty (40) hours in any seven (7) day period.

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 (including 4/10 or 9/80 schedules) may be approved by the City Manager upon recommendation of the appropriate department head on an individual or work group basis. Employees assigned to an alternate 4/10 or 9/80 schedule will continue to work forty (40) hours per week. While the City is supportive of providing alternate schedules when feasible, the City shall remain open for business Monday through Friday from 8:00 AM until 5:00 PM and will continue to provide a high level of service to the citizens of San Carlos.

If it is necessary to amend shift assignments on a permanent or temporary basis, the City will meet with employee representatives to discuss the new assignment and alternatives if appropriate. The parties will use their best efforts to find a mutually acceptable solution. However, the City reserves the right to amend both regular and/or temporary shift assignments as it deems necessary should the parties fail to reach mutual agreement as outlined above. The City will provide the Union and the effected employees with two (2) weeks advance, written notice of the effective date of any new schedule or change in assigned shift, except in the case of a bona fide emergency.

## **Section 7 - Overtime**

### **7.1 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. Emergency overtime outside of the regular shift shall be assigned following the on-call procedure. Overtime worked must be in the job classification in which the person is regularly employed or in a classification for which the employee is authorized higher pay for work in a higher classification.

### **7.2 Definition**

Any authorized time worked in excess of eight (8) hours in any workday and over 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 (1-1/2) 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 7, Overtime, and any applicable state or federal law, "time worked" with the exception of paid or unpaid sick leave includes time in paid status but not worked (e.g. paid or unpaid sick, vacation, holiday, disability, or other leave or compensatory time off.)

Compensatory time off shall be at a time mutually agreeable to the employee and the Department Head. Accrued compensatory time off in excess of one hundred twenty (120) hours in a calendar year shall be liquidated by monetary payment to the employee in the month of October.

See applicable Side Letter to the 2019 – 2021 Memorandum of Understanding.

### **7.3 Call Back**

An employee recalled to work outside of and not continuous with regularly scheduled hours shall be compensated a minimum of three (3) hours at the overtime rate.

For the purpose of this Section 7.3, 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.

When an employee is called back to work more than once during the initial three (3) hour period, such employee will be compensated for the additional call-back for another three (3) hours at the overtime rate with the following limitation: the City's maximum payment for compensation for multiple call-backs that occur within the initial three (3) hour period will not exceed an aggregate of four thousand dollars (\$4,000), for the entire unit, annually. Once the four thousand dollars (\$4,000) maximum has been met, employees who are called back to work will be paid three (3) hours minimum call-back pay and are not eligible for additional minimum call-back pay until the end of the initial three (3) hour minimum period.

### **7.4 Meals on Overtime**

In the event an employee(s) is required to work more than four (4) consecutive hours of overtime within their regularly assigned work week (12 Midnight the morning before their first scheduled day to 12 midnight the evening after their last scheduled day) or in the event an employee(s) works eight (8) consecutive hours of unscheduled overtime outside of their regular work week, they shall be provided with a meal or reimbursement of up to Ten Dollars (\$10.00). The Public Works Supervisor or designee shall make a determination as to whether a meal will be provided by the City or whether the employee will be temporarily released to get a meal.

## **Section 8 - On-Call**

### **8.1 On-Call Duty**

Effective following the date this MOU is adopted by the Council, either two (2) hours compensatory time off or two (2) 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 end of the workday Monday and ends at 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 ends at the beginning of the workday on 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 employees required to be in an "on-call" status on the fixed holidays recognized in Section 11 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 (3) hours' pay at straight-time.

## **8.2 On-Call Procedure**

The following procedure shall be followed for assigning employees to on-call status:

All trained employees shall be placed on an on-call list. Names on this list shall advance one position toward the top during each succeeding on-call period, with the top name from the last period going to the bottom of the list.

One week prior to the on-call scheduling period, starting with the first name on the on-call list, the Public Works Superintendent or Parks Superintendent, whichever applies, or designee shall circulate the on-call schedule sign-up sheet among the employees on the list. Each employee shall be allowed to volunteer for any desired shifts during the scheduling period, and shall indicate such desire by writing his/her name beside the shift(s) desired.

When the list has been circulated to all employees, the Public Works Superintendent or Parks Superintendent, whichever applies, or designee shall be responsible to assign employees to any unfilled shifts. Employees will be assigned based on those employees who have served the fewest on-call shifts in the previous nine (9) on-call scheduling periods, provided no employee will be assigned who was on paid leave, except sick leave, for either of days on which the sign-up sheets for the nine (9) previous periods were circulated; and should the unfilled shift fall on a designated holiday, the employee who has served the fewest on-call shifts in the previous nine (9) on-call scheduling periods shall be assigned.

If an employee who is scheduled to serve in on-call status reports in sick during the regular workweek Monday through Friday, the Public Works Superintendent or Parks Superintendent, whichever applies, or designee shall first ask for volunteers to fill the vacant shift; if there are no volunteers, he shall assign an employee as outlined above.

If an employee who is scheduled to serve in on-call status reports in sick for a weekend shift, the City Dispatcher shall, as calls come in requiring the services of a Maintenance Worker, call down the on-call list until an employee volunteers to respond to such call.

An employee who responds to any such call shall be entitled only to pay for that call-out according to the provisions of the Memorandum of Understanding, and not to on-call compensation for that shift; provided, however, that should an employee reached for such on-call volunteer to be available for all calls for that shift, and provided such employee contacts the Public Works Superintendent or Parks Superintendent, whichever applies, or designee and gains permission, the employee shall be entitled to on-call compensation for that shift. In such instances, the employee must contact the Communications Dispatch Center to inform them that he/she has been assigned on-call for that shift.

Employees must respond to emergency calls within forty-five (45) minutes from the time the call was received. Response is defined as arriving at the San Carlos Corporation Yard within forty-five (45) minutes from the time of the call.

## Section 9 - Salaries

### 9.1 Salary Schedule and Progression

Effective on the first day of the first full pay period after September 1, 2021 or the first day of the first full pay period beginning after this MOU is adopted by the City Council and signed by the parties, whichever is later, base salary rates under this Memorandum of Understanding shall be increased by an amount equal to three percent (3.0%) of the base salary rates in effect August 31, 2021. The salary rates for all classifications before and after the various adjustment dates set forth in this subsection 9.1 are listed on "Appendix A" of this Memorandum of Understanding.

Effective on the first day of the first pay period beginning after September 1, 2022 base salary rates under this Memorandum of Understanding shall be increased by an amount equal to three percent (3.0%) of the base salary rates in effect August 31, 2022. The salary rates for all classifications before and after the various adjustment dates set forth in this paragraph are listed on "Appendix A" of this Memorandum of Understanding.

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager, or designee, may approve an entrance salary, which is more than the minimum salary. The City Manager's or designee's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

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.

An employee who does not receive a performance evaluation in a timely manner is encouraged to so inform the City's Human Resources Manager. No employee shall be discriminated against because of the exercise of rights under this Sub-Section.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

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.

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.

## **9.2 Qualified Applicator Certificate**

Employees in the Senior Maintenance Worker and Senior Building Maintenance Worker classifications may be required to obtain and maintain a Qualified Applicator Certificate. Those employees required to obtain and/or maintain a Qualified Applicator Certificate shall be compensated an additional fifty dollars (\$50.00) per month. The time, training, and fees associated with the acquisition, retention and maintenance will remain the City's expense.

## **9.3 Mechanics Tool Allowance**

The City of San Carlos agrees to pay the Mechanic an annual tool replacement allowance of Five Hundred Dollars (\$500.00) annually. The allowance is paid on a bi-weekly basis on the regular payroll. In addition, the City will provide property liability insurance for the tools the Mechanic keeps on site for City use.

## **9.4 Class A Commercial Driver's License**

Employees in the Senior Maintenance Worker and Mechanic classifications may be required to obtain and/or maintain a Class A commercial driver's license. Those employees required to obtain and/or maintain a Class A commercial driver's license shall be compensated an additional one thousand dollars (\$1,000.00) per year paid on a bi-weekly basis. The time, training, and fees association with the acquisition, retention and maintenance will remain at the City's expense.

## **9.5 California Water Environment Association (CWEA)**

The City may designate up to seven total positions in the Senior Maintenance Worker and Maintenance Worker classifications to receive compensation for holding a State of California Water Environment Association (CWEA) certification. Employees in the designated positions holding any level of CWEA certification (non-stackable) shall be compensated an additional fifty dollars (\$50.00) per month.

## **Section 10 - Pay for Temporary Appointment to a Higher Classification**

When an employee has been appointed temporarily to perform the work of a regular position either within or outside of the Bargaining Unit having a different classification and being paid at

a higher rate, and if he/she has worked in such classification for more than four (4) consecutive workdays, including recognized City holidays, or as otherwise determined by the City Manager, he/she shall be entitled to payment at five percent (5%) above his/her regular base wage rate. 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 and continue, including holidays, during the period of temporary assignment. Such appointment shall be in writing by the Department Head and approved by the City Manager or his designated representative.

### **Section 11 - Holidays**

The holidays to be observed by the City are as follows:

- |                                 |                             |
|---------------------------------|-----------------------------|
| (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               |

Regular full-time employees in established positions shall be entitled to receive eight (8) hours' pay on all the above designated holidays, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Regular part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the bi-weekly pay period which includes a holiday; e.g., if a regular part-time employee works fifty percent (50%) of the full-time hours in a pay period, the employee shall be paid for one-half (1/2) for each holiday falling within that pay period.

If any of the above-listed holidays falls on the employee's first regularly scheduled day off, his or her immediately preceding scheduled work day shall be celebrated as a holiday; if the holiday falls on the employee's second or third scheduled day off, his or her next scheduled work day shall be celebrated as the holiday.

In addition to the above designated holidays, full-time regular employees shall be granted forty (40) hours of floating holiday time each year. This amount will be prorated for new employees hired during the year. Float time off is to be scheduled at a time agreeable with the Department Heads. Such time shall be arranged at least two (2) weeks in advance of the day desired by mutual agreement with the Department Heads. Unused float time is not paid off upon termination of employment nor carried forward into subsequent calendar years.

Employees assigned to work a full shift on a holiday shall be compensated for such time worked at the overtime rate and, in addition, shall either receive eight (8) hours' straight-time pay or eight (8) hours' compensatory time at the straight-time rate. The provisions of the on call and

call back sections of the Memorandum of Understanding may apply when an employee works less than a full shift on a holiday.

## **Section 12 - Vacations**

### **12.1 Entitlement**

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

<u><b>Length of Service</b></u>	<u><b>Vacation Accrual Rate</b></u>
1 to 4 years	96 working hours/3.69 hours bi-weekly
5 to 10 years	128 working hours/4.92 hours bi-weekly
After 11 years	136 working hours/5.23 hours bi-weekly
After 12 years	144 working hours/5.54 hours bi-weekly
After 13 years	152 working hours/5.85 hours bi-weekly
After 14 years	168 working hours/6.46 hours bi-weekly
After 15 years	168 working hours/6.46 hours bi-weekly
After 16 years	176 working hours/6.77 hours bi-weekly
After 17 years	184 working hours/7.08 hours bi-weekly
After 18 years	192 working hours/7.39 hours bi-weekly
After 19 years	200 working hours/7.69 hours bi-weekly

### **12.2 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. However, if an employee reaches the applicable accumulation ceiling, he or she shall continue to accrue vacation and the hours in excess of the accumulation ceiling as of the end of the last September pay period ending in September will be paid off in the month of October.

### **12.3 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.

### **12.4 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 13 - Sick Leave**

### **13.1 Accrual**

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

### **13.2 General**

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

### **13.3 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 13.5 and applicable state law) to a maximum of forty-eight (48) hours per calendar year.

### **13.4 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 appear warranted before taking action on the request.

### **13.5 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 three (3) consecutive workdays. In the event an employee must travel outside the state of California and at least four hundred (400) miles, the 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, grandchild, 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 annual leave.

## **Section 14 - Leaves of Absence**

### **14.1 Job Incurred Disability Leave**

Job incurred disability leave with pay is an employee's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared to be compensable under the Workers' Compensation Law. Only regular or probationary employees hired on or before September 1, 2015 occupying regular positions are eligible for job incurred disability leave with pay.

Payment of job incurred disability leave shall be at the base pay of the employee, and shall be reduced by the amount of temporary disability indemnity received, pursuant to Workers' Compensation Law.

In order to receive pay for job incurred disability leave an employee must submit a request on a prescribed form to the Administrative Services Director describing the illness or accident and all information required for the City Manager to evaluate the request. The employee must attach to the request a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

No job incurred disability leave with pay may be granted until after the City has declared the illness or injury to be compensable under the California Workers' Compensation Law and has accepted liability.

Eligible employees shall be entitled to disability leave for a period of incapacity as determined by a physician, but not to exceed a maximum of thirty (30) calendar days for any one illness or injury.

### **14.2 Pregnancy Disability Leave**

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

### **14.3 Family Care Leave**

Family care leave is granted to an employee in accordance with the City's Family Care Leave Policy. The City may modify such policy from time to time to conform with changes in the applicable law.

### **14.4 Military Leave of Absence**

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.

### **14.5 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.

Absence from duty without pay for a period not exceeding fifteen (15) days for reasons satisfactory to the Department Head may be granted by 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 may not exceed one (1) year.

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

## **Section 16 - Hospitalization and Medical Care**

### **16.1 Health Plan**

Through August 31, 2021 the City shall contribute the minimum amount per month required by law to provide hospital and medical care benefits under the CalPERS (PEMHCA) Health Plan.

### **16.2 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.

### **16.3 Retiree Health Plan**

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 August 31, 2021 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.

#### 16.4 Section 125 Flexible Benefits Plan

- A. The City shall continue to provide a Flexible 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. Effective upon the first day of the first pay period following adoption of this MOU by the City Council, 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.

Level of Medical Plan Enrollment	Amount of Monthly City Contribution
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 PEMCHA plans (offered within San Mateo County) that exceeds two percent (2%). For example, if the combined average increase is ten percent (10%), the City's contribution will increase by eight percent (8%). (In 2019, the average combined premium increase at all levels of plan enrollment for miscellaneous PEMHCA plans was 7.1%. The City's contribution increase under this paragraph was 5.10%.)

Effective January 1, 2023 the City will increase the above contribution 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%).

\*An employee may elect to opt out of medical insurance coverage only in accordance with subsection 16.6 below. The amount shown in this table is the amount resulting from such election.

- C. Any amount remaining after the employee has designated that portion of his or her 125 Plan contribution amount for the purposes described in subsection A above will be deemed forfeited.
- E. Procedures for the administration of the Section 125 Plan shall be determined by the City. The City shall assume the administrative cost for the Plan.

### **16.5 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 in the amount equal to the City's monthly employee-only contribution to the Section 125 plan pursuant to section 16.1 above following retirement and continuing until the employee's death.
- B. Employees hired by the City on or after January 1, 2009 but before March 28, 2011 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. The City will not make such payments for employees hired on or after March 28, 2011.
- C. The City and Union have established a Voluntary Employee Benefit Association ("VEBA") to allow payments for qualified post-employment expenses to occur on a pre-tax basis. Employees hired on or after the March 28, 2011 shall, on the first pay date following each January 1, contribute to their VEBA account accumulated vacation (that is in their balance and that exceeds forty (40) hours) in an amount equal in value to two hundred dollars (\$200) at the time of the contribution. Such contribution shall be deducted from the employee's vacation balance. Effective September 1, 2021, the union has elected to discontinue participation in the VEBA. Therefore, effective September 1, 2021 employee contributions to the VEBA shall terminate.

### **16.6 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 provided by the Human Resources Department. The City will pay such employee(s) an amount equal to the employee only City contribution under section 16.4 above for each month thereafter the employee continues to receive health insurance through their spouse or other source. Being covered at a later time by one of the City sponsored plans will be subject to the requirements of the health insurance provider chosen by the employee(s).

Re-enrollment in the City sponsored CalPERS (PEMHCA) Plan is subject to the limitations/exclusions/time periods instituted by CalPERS (PEMHCA). Employees are eligible to re-enroll during the CalPERS (PEMHCA) open enrollment period. Upon the effective date of re-enrollment, payments pursuant to this subsection 16.6 cease.

## **16.7 Dental Plan**

The City shall provide the City Dental Reimbursement Plan for eligible employees and their dependents and shall pay a maximum monthly amount of one hundred seventy-five dollars (\$175.00) per month. The City may select and implement a substitute plan(s). Any cost for the current or a substitute plan not paid by the City will be paid by the employee through payroll deduction. The Plan will pay the dentist directly and the employee is responsible for paying any remaining balance directly to the dentist/orthodontist. The annual dental maximum benefit per covered individual is two thousand dollars (\$2,000).

## **16.8 Long Term Disability**

The City shall continue to provide long-term disability insurance for employees in this 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.

## **16.9 Life Insurance**

The City shall provide life insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for regular employees. The premium for the amount over \$50,000 is subject to Federal and State taxes.

## **16.10 Vision**

The City will contribute up to thirty dollars (\$30) per month per covered employee in the Unit toward the cost of a vision plan covering the employee only. Such plan shall include annual frames, lenses, and examinations.

Employees will be permitted to enroll their dependents in the Vision Care Plan. The entire premium for the dependents' coverage will be paid by the employee by payroll deduction at the employee's 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 a dependent(s) will pay two percent (2%) of the entire applicable two-party 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 all the affected employees.

## **16.11 State Disability Insurance.**

The City will deduct the premiums for the State Disability Insurance (SDI) program from each employee's paycheck and forward payment to the State.

## **Section 17 - Probationary Period**

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory. The appointing authority may

terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 21 (Grievances) hereof, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by the City, State or Federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority.

The probationary period for a new or promoted employee filling a regular position shall be twelve (12) months.

The probationary period shall include time served in a temporary appointment if the temporary employee qualified as an eligible employee and is appointed while in the temporary position.

A probationer who is laid off during the probationary period shall, in the event of reemployment, be required to complete the balance of the probationary period.

Regular appointment of a probationary employee shall begin with the date ending the probationary period and his/her length of service shall include the probationary period.

## **Section 18 - Examinations**

### **18.1 Examination Process**

The selection techniques used in the examination process shall be impartial and relate to those subjects that, in the opinion of the Human Resources Manager, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques that will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, oral interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, pre-placement medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the classification, covering only factors related to such requirements.

### **18.2 Promotional Examinations**

In order to fill a promotional position within this unit, an examination(s) will be conducted. To be eligible to compete for a promotional position, an employee must have regular status in a lower related class.

A minimum of three (3) eligible candidates as determined by the Public Works and Parks and Recreations Directors, must be available and actually participate in the promotional examination process in order to keep the testing "in-house". In the event there are less than three (3) eligible employees taking the exam, the City may, at its discretion, open the exam to outside, qualified candidates who meet the eligibility criteria.

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 regular status unless the City denies such return for just cause.

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

### **Section 19 - Layoff and Reemployment**

Regular employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No regular 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 full-time City service. A regular employee working in a full-time position who accepts a reduction to 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 he or she previously held regular 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 appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation accrual level, 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 20 - Disciplinary Actions**

Employees who have passed probation may be suspended, reduced in pay, or discharged or demoted only for cause. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion of an employee's performance evaluation.



## **Section 21 - Grievances**

### **21.1 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 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. Letters of Reprimand will be removed from employees' personnel files after three (3) years with no additional Letters of Reprimand regarding behavior similar to that which gave rise to the initial Letter of Reprimand. Such removal is further conditioned on the employee making a request to the Human Resources Department for such removal. If the letter is left in the file beyond the date that it qualifies for removal it will be deemed to have no standing or effect and will be disregarded.

### **21.2 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 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 provisions of this MOU allegedly violated, and the specific remedy sought. The Department Head shall investigate the issues, 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 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 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 grievance remains unresolved through step 3 above, either the Union or the City may require that the grievance except those specifically outlined above as to 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 arbitrator on matters properly before them 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 this Union and unless such dispute falls within the definition of a grievance as set forth in Section 21.1

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. Neither any Adjustment Board nor any arbitrator shall 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.

### **21.3 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.

### **21.4 Compensation Complaints**

All grievances concerning the payment of compensation shall be initially filed in writing with the City manager. In such cases adjustment of compensation, if owed, shall not be retroactive for more than sixty (60) days from the date upon which the grievance was filed. Only complaints that allege that employees have not been compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to 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.

## **21.5 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. If 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.

## **21.6 No Change in Memorandum**

No change in this Memorandum of Understanding or interpretation thereof (except interpretation resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City manager and the Union.

## **21.7 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 safe and sound) or 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 management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum.

## **21.8 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.

## **Section 22 - Personnel Files**

Each employee, or upon written authorization from the employee, the employee's designated representative shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the City. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the City.

An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

The City shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a regular part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's regular personnel record.

## **Section 23 - Safety Shoes and Uniforms**

### **23.1 Safety Shoes.**

The City has established and maintained a safety shoe purchase program through which employees may purchase safety shoes at no cost to the employee. This reimbursement shall be based on the calendar year (January-December). The City shall provide a maximum allowance of Three Hundred Dollars (\$300.00) annually. The unused annual allowance, if any, may be applied toward receipted safety shoe repair costs, safety shoe maintenance items, or toward a second pair of safety shoes. The cost of safety shoes 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.

### **23.2 Uniforms.**

The City provides uniforms to employees at the City's expense, which employees are required to wear during the performance of their work.

The required uniform for all maintenance workers in the Public Works department consists of provided shirts and trousers. The City shall provide each new employee with eleven (11) sets of uniforms consisting of shirts and trousers. The City shall provide replacements when necessary for any shirts and/or trousers damaged due to normal wear and tear in the course of work.

Additionally, the City shall provide five (5) City logo orange t-shirts and one (1) hat to each employee.

The City shall also provide three (3) coveralls and one (1) set of rain gear for each full-time employee under the City's safety protective gear policy/practice. The City shall provide replacements on an as-needed basis or as determined by the Public Works Supervisor.

Upon termination of employment, the employee shall turn in all uniforms and other items issued to the City.

The City shall continue to report up to a maximum of seven hundred twenty-five dollars (\$725.00) per employee annually to CalPERS as special compensation as Uniform Allowance to the extent permitted by law. The amount reported to CalPERS for each employee is calculated based on the actual costs for the care and maintenance of the employee's uniform. "New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

#### **Section 24 - Labor-Management Committee**

A Labor-Management Committee comprised of two (2) representatives appointed by the Union and two (2) representatives appointed by the City Manager shall meet at the request of any representative, but not more frequently than on a quarterly basis for the purpose of discussing and making recommendations in areas which will improve and contribute to make efficient methods and operations and to improve and promote increased productivity of all City employees, including matters relating to safety.

#### **Section 25 - 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, which provides for reimbursement of up to One Thousand Two Hundred Fifty Dollars (\$1,250.00) per 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.

#### **Section 26 - Retirement**

The City shall 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.

For employees hired on or before March 16, 2009 the City provides the PERS 2.7% at 55 retirement benefit formula with PERS single highest year final compensation average and will continue to provide the option allowing employees service credit for accrued sick leave upon retirement from the City of San Carlos.

For employees hired on or after March 16, 2009 the City provides the PERS 2.5% at 55 retirement benefit formula with PERS single highest year final compensation average and will

continue to provide the option allowing employees service credit for accrued sick leave upon retirement from the City of San Carlos.

For employees hired on or after April 23, 2012 the City provides the PERS 2.0% at 55 retirement benefit formula with the average of the three highest years compensation as the basis for calculating the pension and will continue to provide the option allowing employees service credit for accrued sick leave upon retirement from the City of San Carlos.

The City will continue to contract with PERS for the Industrial Disability Benefit at no cost to the employees, subject to the limitations of applicable law.

The City will also provide employees the opportunity to “buy-back” some of their military time and have it applied as service credit towards a PERS retirement to the extent heretofore provided, subject to the limitations of applicable law.

Effective January 1, 2013, the City implemented the California Public Employee Pension Reform Act of 2013 in the manner required by that Act.

## **26.1 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.

## **26.2 Deferred Comp Match**

Effective September 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.

## **Section 27 - Severability of Provisions, Integration and Waiver**

### **27.1 Severability**

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.

## **27.2 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.

## **27.3 Waiver Of Further Bargaining On Covered Matters**

The parties agree that neither shall be required or attempt to require the other to meet and confer over any term 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 31 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.

## **Section 28 - Past Practices and Existing Memoranda of Understanding**

### **28.1 Withdrawal of Proposals**

The Parties agree that proposals made by the City or Union during the negotiations that led to the conclusion of this MOU (or its predecessors) 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 .

### **28.2 Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

### **28.3 MOU Supersedes Pre-existing Agreements**

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

### **28.4 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) days in advance of their tentative effective date. Within ten (10) business days after the City delivers such notice to the Union, the Union may request to meet and discuss 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 and shall conclude within thirty (30) days after that deadline, and the changes shall be held in abeyance during that period. However, the changes as originally written or as modified by the City during the parties' discussions may be implemented thereafter. However, such change must be reasonable. 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.

**Section 29 - Duration.**

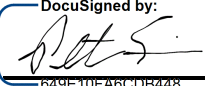
This Memorandum of Understanding shall be effective on adoption by the City Council, and shall remain in effect through August 31, 2023. Nothing herein will operate to negate or interfere with the implementation of any provision for which a specific earlier effective date is specified. If, by March 5, 2023, the Union delivers written notice to the City Manager of its intent to negotiate the terms of a successor to this 2021-23 Memorandum of Understanding, the City agrees that such negotiations will commence no later than May 1, 2023. Negotiations will be conducted in accordance with the provisions of the City's Employee Relations Resolution and the Myers-Milius-Brown Act.

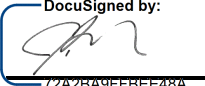



Made and entered into this 16<sup>th</sup> day of August, 2021.

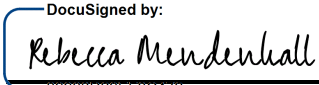
**FREIGHT CHECKERS, CLERICAL  
EMPLOYEES AND HELPERS  
UNION, LOCAL 856, IBT**


**CITY OF SAN CARLOS**

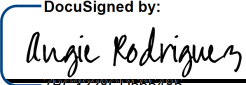
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Peter Finn  
Secretary-Treasurer

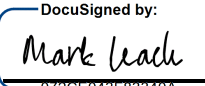
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Jeff Maltbie  
City Manager

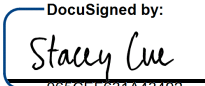
By:   
DocuSigned by:  
Rick Viles  
Negotiations Team Member

By:   
DocuSigned by:  
Rebecca Mendenhall  
Administrative Services Director

By:   
DocuSigned by:  
Matthew Quinn  
Negotiations Team Member

By:   
DocuSigned by:  
Angela Rodriguez  
Human Resources Manager

By:   
DocuSigned by:  
Mark Leach  
Chief Negotiator, IBT 856

By:   
DocuSigned by:  
Stacey Cue  
Chief Negotiator, I.E.D.A.

**APPENDIX A****CITY OF SAN CARLOS TEAMSTERS UNIT****Hourly Wage Schedule**

Effective on the first day of the first full pay period after September 1, 2021 or the first day of the first full pay period beginning after this MOU is adopted by the City Council and signed by the parties, whichever is later,

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Mechanic	\$38.5930	\$40.5227	\$42.5486	\$44.6763	\$46.9100
Maintenance Worker	\$32.5126	\$34.1382	\$35.8450	\$37.6372	\$39.5193
Senior Maintenance Worker	\$38.7451	\$40.6823	\$42.7164	\$44.8522	\$47.0951

**Effective 09/12/2022**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Mechanic	\$39.7508	\$41.7384	\$43.8250	\$46.0165	\$48.3173
Maintenance Worker	\$33.4879	\$35.1624	\$36.9204	\$38.7663	\$40.7049
Senior Maintenance Worker	\$39.9075	\$41.9028	\$43.9979	\$46.1977	\$48.5080

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