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IDnum 286 **Language** English **Country** United States **State** CA

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 829

Occupations Represented
Construction and building inspectors
Systems analysts, computer scientists, and database administrators
Amusement and recreation attendants

Bargaining Agency City of San Carlos

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SAN CARLOS

AND

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

MID-MANAGEMENT UNIT

JULY 1, 2001

TO

JUNE 30, 2003

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 Section 4 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 commencing July 1, 2001 and ending June 30, 2003.

Section 1. No Discrimination

There shall be no discrimination because of race, religious creed, color, medical condition, sex, sexual orientation, marital status, age, veteran status, national origin, ancestry, disability or legitimate union activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City.

Section 2. Hours of Work

The standard workweek for employees occupying full-time positions consists of forty (40) hours in any designated five (5) out of seven (7) 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 (including 4/10 or 9/80 schedules) may be approved by the appropriate department head on an individual or work group basis. While the city is supportive of providing alternate schedules when feasible, the City 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.

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

Any authorized time worked in excess of the employee's regular 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. Such 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 or has not been used by December 31 of each year must be liquidated by monetary payment. 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.

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 four (4) hours' pay at time and one-half (1-1/2).

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 time and one-half (1-1/2). 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 three (3) hours' pay at time and one-half (1-1/2) when such court appearance time is not continuous with other assigned work time.

3.4 On-Call/Call-Back

Effective February 18, 2000 on-call/call-back procedures were adopted. These procedures are as follows:

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

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

Salaries are paid bi-weekly through direct deposit.

4.1 Salary Rates

- A. Effective July 1, 2001, the salary range of each classification shall be as specified in the attached Appendix A which includes a six percent (6%) general increase effective on that date.
- B. Effective July 1, 2002, the City will implement for all classifications a wage increase based on the following formula:

The salary rates for all classifications shall be adjusted to reflect an increase which shall be determined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco - Bay Area, All Items (1982-84 = 100), hereinafter referred to as the "Index". Such salary increase shall be based on the change in the monthly Index figure for the period April 2001 through April 2002.

The percentage salary increase effective July 1, 2002, shall be computed to the nearest one-hundredth of a percent; provided, however, that the minimum salary increase that may be granted is three percent (3%) and the maximum salary increase that may be granted is six percent (6%).

No adjustments, retroactive or otherwise, shall be made in the amount of the salary increase due to any revision which later may be made in the published figures for the Index for any month on the basis of which the increase had been determined. A decline in the Index shall not result in a reduction of classified base rate.

- C. In addition, the salary range for the classification of Records Supervisor shall be increased by one percent (1%), the salary range for the classification of Systems Analyst shall be increased by two and eight-tenths percent (2.8%) and the salary range for the classification of Public Works Inspector shall be increased by nine and eight-tenths percent (9.8%).

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.

If the City Manager at any time determines that it is in the City's interest, he 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.

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.

An employee who has received a satisfactory rating on an employee performance evaluation shall receive increases in salary according to the following plan:

Step B upon completion of twelve (12) months' satisfactory service at Step A.

Step C upon completion of twelve (12) months' satisfactory service at Step B.

Step D upon completion of twelve (12) months' satisfactory service at Step C.

Step E upon completion of twelve (12) months' satisfactory service at Step D.

4.3 Pay for Temporary Appointment to a Higher Classification

When an employee has been appointed temporarily to perform the work of a position having a different classification within the Bargaining Unit and being paid at a higher rate, and if he/she has worked in such classification for more than five (5) consecutive workdays, he/she shall be entitled to payment at the first step of the higher classification or five percent (5%) above his/her regular pay whichever is greater. Payment shall commence with the first (1st) workday of the temporary assignment and continuing during the period of temporary assignment.

When the temporary assignment is to a classification outside the Bargaining Unit, payment for such assignment shall be five percent (5%) above the employee's regular rate of pay and if he/she worked in such classification for more than five (5) consecutive workdays, he/she shall be entitled to such payment, commencing with the first (1st) workday and continuing 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.

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.

Section 5. Holidays

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

(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 will be able to be entitled to thirty-eight (38) hours of Floating time off. 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. This amount will be pro-rated for new employees hired during the year. Float time shall also be pro-rated in the event an employee is laid off, quits, is terminated or retires prior to November 1st. Float time must be used within the calendar year or else it is lost.

If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

Employees working on a holiday shall be compensated for such time worked at the overtime rate and in addition shall receive eight (8) hours' pay at the straight-time rate for holiday pay. Employees may take up to twelve (12) hours of holiday compensation in compensatory time off. If a holiday falls on an employee's regular day off, the employee shall receive an additional eight (8) hours' pay or compensatory time off. Compensatory time off in lieu of holiday compensation shall be in accordance with the provisions of Section 3.2 herein.

Section 6. Vacations

6.1 Entitlement

All employees who hold full-time positions are entitled to twelve (12) working days' vacation pay upon successful completion of their first year of continuous service. Employees may take accrued vacation after the completion of twelve (12) months' service. Employees may take accrued vacation after the completion of six (6) months' service, provided employees who terminate with less than one (1) year of service shall not be entitled to any payment for accrued vacation. After the first year, employees shall accrue vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1 st 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 have an accumulation of more than two (2) years' vacation accrual to his/her credit at any one time. The City Manager may grant an exception to this policy.

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.

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.

7.3 Usage

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

- 1) The employee's illness, injury, exposure to contagious disease, or pregnancy, childbirth, or related medical conditions which incapacitates the employee from performance of duties.
- 2) The employee's receipt of required medical or dental care or consultation.
- 3) The care of the employee's ill or injured immediate family member (as defined in Section 7.6) to the maximum provided 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.

Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to his/her Department Head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Director of Finance.

The Department Head 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 twenty-four (24) consecutive work hours. For employees on a conventional eight (8) hour shift, this will provide for up to three (3) consecutive work days. For employees working an alternate work week, they can apply these hours to their consecutive work shifts. Vacation, comp time or other leaves, as available, may be used to supplement Bereavement Leave to allow the absence to span three (3) shifts.

If the funeral or memorial services are outside the state of California, the employee will be allowed up to sixteen (16) additional hours leave with pay.

For the purpose of this Section, immediate family is defined as husband, wife, father, mother, sister, brother, son, daughter and such other persons whose relationship to the employee is essentially similar to the aforesaid relationship.

Such leave shall not be charged against the employee's sick leave accrual.

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, 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.

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 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 one (1) year.

Former employees appointed from a reemployment eligibility list shall be restored all rights accrued

prior to being laid off, such as sick leave, vacation credits, 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, Medical Care and Vision Plan

9.1 Health Plan Contributions

The City shall contribute sixteen dollars (\$16) per month to provide hospital and medical care benefits under the CalPERS Health Plan.

The City will also contribute an amount equal to the employee only PERS Care rate for employees minus sixteen dollars (\$16) and an amount equal to the PERS Choice rate minus sixteen dollars (\$16) for those employees with one or more dependents. Effective January 1, 2002 and each January 1 thereafter (during the term of this contract), the City's contribution will be increased annually by premium increases of up to 10% for PERS Care or PERS Choice, as applicable.

Employees must purchase health insurance with this money and may allocate any remaining dollars to be put into the City's Flexible Benefit Plan to be used for unreimbursed medical expenses or dependent care or may take the excess money as a taxable cash value.

9.2 Alternate Medical Benefit Program

Eligible employees who are able to secure 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 Finance Department. The City will pay such employee(s) the current employee only contribution for each month thereafter the employee continues to receive health insurance through their spouse or other source.

The employee must understand that 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.

9.3 Retiree Health Plan

In addition, the City shall contribute sixteen dollars (\$16) per month to provide hospital and medical care benefits, for an employee only who retires from the City of San Carlos with a PERS retirement benefit. For those employees who retire from San Carlos with a PERS retirement with at least ten (10) years of City service, the City shall pay for the retiree only, an amount not to exceed the current employee only contribution under this. The amount between the sixteen dollars (\$16) medical contribution and the single PERS Care rate will be reimbursed by the City to the retiree on a monthly basis.

9.4 Dental Plan

The City shall provide a Dental Plan for eligible employees and their dependents and shall pay a maximum monthly amount of eighty-eight dollars (\$88). This amount will be increased by the same percentage as the general wage increase in the second year of the Agreement if needed. Effective July 1, 2001, the City will pay the dentist directly and the employee is responsible for paying any remaining balance directly to the dentist/orthodontist.

9.5 Vision Plan

The City agrees to contribute up to twelve dollars (\$12) per month per employee in the Mid-Management Unit towards the cost of a vision plan covering the employee only. Such plan shall include annual frames, lenses and examinations.

9.6 I.R.C. Section 125

The City will continue to make available the provisions of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for dependent care expenses, medical premiums and excess medical expenses, at such time as the City reaches agreement with all other employee organizations representing City employees to do so. Participation by interested employees is voluntary.

9.7 Long-Term Disability

The City shall continue to provide long-term disability insurance for employees in the Mid-Management Unit; the waiting period for long-term disability benefits shall be forty-five (45) days. Effective July 1, 2001, the Long-Term Disability premium will be taxed to allow the long-term disability payment to be issued on a tax-free basis.

Section 10. Life Insurance

The City shall provide for each eligible employee life insurance in the amount of one hundred thousand dollars (\$100,000) at no cost to the employee. The premium for the amount over \$50,000 is subject to Federal and State taxes.

Section 11. Retirement

The City provides the PERS 2% at 55 retirement benefit and will continue to provide the option allowing employees service credit for accrued sick leave upon retirement.

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

The PERS single highest year benefit was implemented July 1, 2000.

If all Miscellaneous Unit employees agree, the City will amend its contract with PERS to provide the Industrial Disability Benefit at no cost to the employees.

Section 12. Safety Shoes and Safety Glasses

The City shall establish and maintain a safety shoe purchase program through which employees may purchase safety shoes at no cost to the employee. The maximum allowance toward the purchase shall be one hundred eighty dollars (\$180) annually.

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.

On promotional examinations City employees shall have one (1) point for each year of service to a maximum of five (5) points added to their test score.

The rule of three (3) shall be maintained.

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 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 five (5) 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

state the particulars of the grievance and, if possible, the nature of the determination desired. 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 an official of the Union may, within five (5) 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 from his/her receipt of the written grievance.

STEP 4. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance may be submitted to an Adjustment Board with written notice to the other party within ten (10) calendar days of the response from the City Manager in STEP 3 above.

In any grievance concerning suspension of five (5) days or less, the Adjustment Board shall be comprised of two (2) representatives selected by the Union, no more than one (1) of whom shall be either an employee of the City or an elected official of the Union and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process, and a neutral third party selected by the parties. If the parties are unable to select a neutral to sit on the panel, the City Manager will, at his/her discretion, request the assignment of one from either the PCRC, JAMS, JARS.

In any type of grievance other than those specifically addressed above, the adjustment board shall be comprised of two (2) representatives selected by the Union, no more than one (1) of whom shall be either an employee of the City or an elected official of the Union, and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

STEP 5. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance except those specifically outlined above as not proceeding beyond Step 4, 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 Adjustment Boards and arbitrators 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.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 13.1.

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

14.5 Suspension and Discharge Grievances

If the parties, pursuant of the procedures outlined in Section 20.2 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the 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.

14.6 No Change in Memorandum

- A. No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or 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. 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.

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 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.

Section 15. Separability of Provisions

In the event that 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

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 17. Miscellaneous

17.1 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.

17.2 Pay for Performance

The City has implemented a Pay for Performance system for employees within this Mid-management group. Employees are eligible to receive additional compensation based on their performance as measured in their Performance Evaluation. Employees who receive an evaluation of "above average" will receive the equivalent of one percent (1%) of their pay in a one-time lump sum payment. Employees who receive an evaluation of "superior" will receive the equivalent of two percent (2%) of their pay in a one-time lump sum payment.

17.3 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.

It is mutually recommended that the provisions shown above be made applicable on the dates indicated and, in conjunction with the existing unmodified rules, regulations and ordinances of the City, shall constitute the wages, hours and working conditions for those Mid-Management employees represented by Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, for the period July 1, 2001 through June 30, 2003.

Dated: _____

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

CITY OF SAN CARLOS

By _____

By _____

By _____

By _____

By _____

APPENDIX A

**CITY OF SAN CARLOS
MID-MANAGEMENT UNIT
Monthly Salary Schedule**

SALARY

Effective July 1, 2001, monthly salaries for the following classifications shall be as follows:

<u>Title</u>	<u>Maximum Salary*</u> <u>Per Month</u>
Assistant General Services Superintendent	\$6,715
Building Inspector I	5,727
Building Inspector II	6,314
Building Inspector III	6,961
Civil Engineering Assistant	5,514
Communications Supervisor	5,957
**Public Works Inspector	5,762
**Records Supervisor	6,591
Recreation Coordinator	4,590
Recreation Supervisor	5,957
**Systems Analyst	6,223

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

** Effective July 1, 2002, Public Works Inspector receives a 9.8% equity, Records Supervisor receives a 1.0% equity, and Systems Analyst receives a 2.8% equity.

Ms. Linda Gregory
Associate Director
Local 829, American Federation of State,

County and Municipal Employees, AFL-CIO
1301 Shoreway Road, Suite 307
Belmont, CA 94002

Dear Ms. Gregory:

This will confirm certain understandings reached during negotiations for a new Memorandum of Understanding between the City of San Carlos and Local 829, AFSCME, for the mid management representation unit. The parties have agreed as follows:

- (1) It is the City's practice to accommodate employee requests for flexible starting and ending hours where possible. The City will continue to give consideration to flexible hours requests when they can be accommodated within a department's need and staffing and are approved by the department head. In addition, the City will explore the concept of job sharing if two employees are interested in sharing one position.
- (2) The City will notify the Mid-Management Unit of its intent to contract or subcontract work customarily performed by members of this AFSCME bargaining unit where such contracting of 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 should the City propose 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 (45) 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.

Should contracting or merger be seriously pursued, the City shall endeavor in good faith to negotiate assumption of all affected employees into the proposed new operation, or should that not be feasible, the City shall attempt to mitigate the impact on displaced employees, including the possibility of placement in the City in vacancies and/or retraining.

- (3) The Mid-Management Unit will be covered by the Vehicle Accident Procedures as amended during the 1999 negotiation process.
- (4) Parking
It is important to the City that all employees understand that in order to be good neighbors to those around City Hall, the garage is where City employees must park. If no places are available in the garage, street parking is a temporary alternative.

If the foregoing conforms with your understanding, please indicate your acceptance and approval in the appropriate space below.

Dated: _____

Very truly yours,

CITY OF SAN CARLOS

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

By _____

By _____

MidMgmt01MOUFinal