MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILLBRAE

And

TEAMSTERS UNION LOCAL 856

MISCELLANEOUS UNIT

For the period

July 1, 2015 Through June 30, 2018

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INTRODUCTION

The Miscellaneous Employees Division of Teamsters Union Local 856, IBT, and representatives of the City of Millbrae have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for represented employees; 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 is entered into pursuant to the Meyers-Milias-Brown Act and has been jointly prepared by the parties.

I. CITY/EMPLOYEE ORGANIZATION RIGHTS

A. Recognition/Unit Determination/Classes Covered

The Professional and Vocational Employees Division of Teamster Union Local 856, IBT, hereinafter referred to as the "Employee Organization" is recognized as the exclusive representative, as provided in City of Millbrae Employer-Employees Relations Resolution 69-53 for the following employee classifications: Maintenance Worker, Senior Maintenance Worker, Public Works Lead Worker II, Street Sweeper Operator, Equipment Mechanic I, Equipment Mechanic II, Equipment Mechanic III, Pump Mechanic, Senior Water Maintenance Worker, Parks Maintenance Technician, And Support Staff Classifications Of Office Assistant I, Office Assistant II, Accounting Technician, Senior Office Assistant, Administrative Assistant, Office Assistant Special Services, Permit Officer.

The Employee Organization has historically represented the following classifications not currently used by the City: Records Officer, Parking Enforcement Officer, Community Service Officer, and Crime Analyst Engineering Technician, Tiny Tot Teacher, Special Services Coordinator, Account Clerk I, II and III.

B. Agency Shop and Dues Deduction

Any regular full-time or regular part-time employee who is covered by this MOU shall either become a member of the Union, or in the alternative, shall pay to the Union as a service fee an amount of money not to exceed the standard initiation fee, periodic dues, and general assessments of the organization (in accordance with the provisions of Government Code 3202.5, as may be modified) over the course of a year as permitted by law. Such obligation shall not commence until after the employee has completed thirty-one (31) days of employment or thirty-one (31) days after the effective date of this provision, whichever occurs later.

Any Employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or financially support the Union. Those employees may, in lieu of dues, pay initiation fees or agency

fees to one of the following non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code:

- Red Cross
- St. Jude's Children's Hospital
- Second Harvest Food Bank

The agency shop provision shall not apply to management, confidential or supervisory employees and shall not be a condition of employment. It shall be the obligation of the Union to enforce this provision of the Memorandum of Understanding.

The Union shall indemnify and hold the City harmless from any cost or liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund the City any amounts paid to it in error. To this end, the Union shall keep adequate itemized records of its financial transactions and shall make the most current detailed written financial report of these transactions available to the City upon request.

The City agrees to deduct on a monthly basis the periodic membership dues and agency fees from the paycheck of each employee who voluntarily executes and delivers to the City a valid dues check off authorization form. Voluntary check off authorization for the Union dues/agency fees which were executed prior to the execution of this memorandum shall remain in full force and effect.

Effective with the approval of this Memorandum of Understanding, the City Finance Director will accept a new dues deduction authorization form from employees in the representation unit covered by the Memorandum of Understanding. This form shall be as follows:

"I, the undersigned, voluntarily authorize by this writing the City of Millbrae to deduct from my wages and to transmit to TEAMSTERS LOCAL No. 856 any and all sums of money certified by Local 856 to be payable by me for membership dues or agency fees which are presently due and which shall become due from month to month uniformly imposed by said local Union.

"This authorization is to remain in effect for a period of twelve (12) months from the date of execution and shall be automatically renewed from year to year thereafter, unless I notify the above-named Union and Employer in writing within twenty (20) days prior to the annual renewal dates that such authorization be terminated."

The Union shall hold the City of Millbrae and its officers and employees, including but not limited to the city Finance Director, harmless for following the instructions contained in such dues deduction authorizations. The City shall deliver revocations of membership to the Union on a monthly basis and include verification that receipt was by registered mail.

1. **Notice to Employee Organization/Management** - The employee organization shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

   The City and the Union will promptly meet and confer, after the City has notified the Union and in the event the Union so requests, regarding any item that the City plans to adopt and that falls within the scope of bargaining.

   An authorized representative of the employee organization shall be allowed to visit the work location for the purpose of ascertaining whether or not this Memorandum of Understanding is being observed. This right shall be exercised reasonably. An authorized representative of the employee organization shall report to management before proceeding to the work location. He/she shall not interfere with the normal conduct of work.

2. **Bulletin Board** - The employee organization shall be provided with suitable space on bulletin boards at each work location for posting notices concerning official employee organization business.

3. **List of Employees** - The City shall furnish the employee organization the name, classification and date of hire of any employee newly assigned to the unit and/or any employee leaving the unit. In addition, as a part of new hire personnel processing, the City shall provide the new employee with the name of his/her department's employee organization Steward(s), who shall be given the opportunity to discuss employee organization issues with the newly hired employee. In no event, shall representatives of the City advise new hires whether they should or should not join the employee organization; instead City management/supervisors shall maintain a neutral position with respect to expressing personal views on employee organization membership questions.

C. Management Rights

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law. The City Manager, or any person or organization authorized by the City Manager, is the representative of the City of Millbrae in employer-employee relations.

D. No Strike/No Lockout

The employee organization agrees that during the term of this Agreement, it will not conduct, call, condone, nor request that the employees of this unit engage in a strike, work-slowdown, or any form of concerted activity which requires the employees to absent themselves from employment with the City.

E. **Stewards/Organization Representatives/Personnel Records**

1. **Stewards/Organization Representatives** - The employee organization shall be entitled to three Stewards, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The employee organization shall notify the City Manager/Personnel Officer in writing of the names of the Stewards.

   Stewards shall obtain permission from their supervisor before leaving their work stations to resolve grievances. This provision shall not be used to prevent the Stewards from performing their duties or obligations set forth in this Section; provided, however, that use of time for this purpose shall be reasonable.

   Whenever an employee is required to meet with a supervisor or other management official and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a Steward and/or employee organization representative present upon request. In the event the employee desires the presence of an employee organization representative, the City will contact the representative to arrange a mutually acceptable time and day to hold the meeting. Such representative shall be reasonably available for such purposes of representation.

2. **Personnel Records** - An employee, or upon presentation of written authorization from the employee, the employee's representative, shall have access to the employee's general personnel file upon request, as long as the file is not removed from the City Manager's Office. An employee's medical personnel file shall only be accessible to the employee or a designated representative.

II. GENERAL TERMS OF EMPLOYMENT

A. **Equal Employment Opportunity Reference** - Discrimination against any person in the delivery of any aspects of City services and programs, or membership status in the employee organization is prohibited and will not be tolerated. Such prohibition of discrimination includes all protected status under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act and those covered under the Civil Rights Act and the EEOC as may be amended.

B. **Transfers, Promotion, Temporary Assignments** - An employee may file a written request with the City Manager or Personnel Officer requesting transfer from one position to another in the same or comparable class. The approval or denial of such requests is solely within the discretion of the City Manager or Personnel Officer. Any such transfer shall not be deemed to constitute a promotion, demotion, advancement or reduction.

   Unit members shall be given first consideration for filling any vacancy by way of transfer, provided such person is competent and qualified to perform the duties of the vacant position.

C. Seniority/Layoff/Recall

1. **Definition** - Seniority for purposes of layoff is defined as length of continuous paid employment with any permanent classification of the City. Provided, however, although seniority shall be retained during any period of authorized leave without pay and seniority shall not accrue.

2. **Order** - When one (1) or more employee(s) in the same classification are to be laid off for lack of work, purposes of economy, curtailment of positions or other reasons, the order of layoff shall be as follows:

   a. Provisional employees in the order to be determined by the appointing power.

   b. Probationary employees in the order to be determined by the appointing power.

   c. Permanent employees in inverse order of seniority within the classification being reduced. Whenever two (2) or more employees have identical seniority, performance rating shall be determinative.

3. **Notice** - An employee to be laid off shall be so notified in writing by the appointing power at least forty-five (45) calendar days prior to the effective day of the layoff.

4. **Transfer** - Prior to the effective date of a layoff, the employee proposed to be laid off will be allowed to transfer to a vacant position in the same classification in any department in conformance with the following:

   a. In the event there are no vacant positions in the same classification in any department, an employee will be offered a vacant position in any classification at the same or lower level within the same series in which permanent status has formerly been held by said employee.

   b. In the event there are not vacancies in the same classification or in any classification at the same or lower level, the employee shall have the right, upon request, to be returned to any classification in the City at the same or lower level within the same series in which permanent status had formerly been held.

   Employees who have bumping or displacement rights must declare their intention to exercise these rights at least forty (40) calendar days prior to layoff, otherwise bumping or displacement rights will automatically terminate. To successfully bump or displace, the employee must be qualified, trained and capable of performing all work in the new classification. An employee who is bumped or displaced by an employee having more seniority shall be laid off in the same manner prescribed by this rule.

5. **Refusal** - In the event an employee is not reassigned in lieu of layoff as set forth above in Section II, C, 4, a and b, the employee shall be laid off. If any employee elects not to exercise the rights as set forth above in Section II, C, 4, a and b, the employee shall be deemed to have been offered and to have declined such work.

6. **Computation** - For purposes of computing total service when reassigned pursuant to Section II, C, 4, tile employee shall be given credit for all time served in the classification the employee is leaving, plus any time previously served in the series to which the worker is being reassigned.

7. **Re-employment** - The names of persons who are laid off or who through bumping changed classification shall be entered upon a re-employment list in seniority order. The person with the highest seniority on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. No name shall be carried on a re-employment list for a period longer than two (2) years from the date of separation from City service or change of classification through bumping. Refusal to accept the second offer of re-employment within the same classification shall cause the name of the person to be dropped from the re-employment list.

8. **Reinstatement** - Upon re-employment of an employee from a re-employment list, all benefits acquired by the employee prior to his/her layoff shall be reinstated. Employees shall not receive credit for time during layoff in computing time for any benefit entitlement.

D. **Discipline/Discharge** - This section refers to the grievance procedure which is subject to the "meet and confer" process. The steps which are to be utilized in this process are detailed in Personnel Rule and Regulation 15, which is attached as Exhibit "C" and is hereinafter incorporated.

The City will send the union a copy of any warning letter, suspension, demotion or discharge issued to an employee unless the employee gives notice to the City that they elect not to have the Union notified of the disciplinary action taken against them.

E. **Workers' Safety** - Both the City and the employee organization shall expend every effort to ensure that safety programs are in operation and work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations and the requirements of all laws and regulations under SB 198.

Each employee covered by this Memorandum of Understanding agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

The City shall supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

F. **Involuntary Transfers In Divisions of Public Works Maintenance** - The filling of vacancies in a Division shall be made in the following order:

An internal employment list; external employment list; and finally via divisional transfer. Involuntary permanent transfers shall be made on a reverse seniority basis only when operationally necessary to permanently reassign personnel. Such transfers shall not substitute for the normal recruitment process.

G. **Temporary Transfer Between Divisions** - Temporary transfers between divisions may occur for emergencies, excessive workloads and employee training. Such transfers shall not be utilized for disciplinary action(s) and or permanent filling of vacant authorized positions. Such transfers shall be utilized only for the duration of the temporary assignment, which shall not exceed six (6) weeks in duration unless mutually agreed.

III. COMPENSATION AND HOURS OF WORK

A. **Wages** - Salary ranges for represented classifications effective during the term of this Memorandum of Understanding shall be as set forth in Exhibit "A' which is hereinafter incorporated. Employees occupying one of the classifications covered by this Memorandum of Understanding shall be paid a salary within the range established for that classification.

The wage increases for years 2 and 3 of the contract are subject to the following revenue triggers:

The second year wage increase goes into effect on July 1, 2016, if and only if the combined revenue to the city from property taxes, sales taxes and Transient Occupancy Tax (TOT) increases in fiscal year 2016 (July 1, 2015 through June 30, 2016) by at least 3% over the prior fiscal year. If the combined revenue to the City from property taxes, sales taxes, and TOT does not increase by at least 3% when compared to fiscal year 2015 (July 1, 2014 through June 30, 2015) the second year wage provision of the MOU will be reopened for negotiations by the parties.

The third year wage increase goes into effect on July 1, 2017, if, and only if, the combined revenues to the city from property taxes, sales taxes, and TOT increases in fiscal year 2017 (July 1, 2016 through June 30, 2017) by at least 6% over the combined revenues to the City from these three revenue sources during fiscal year 2015 (July 1, 2014 through June 30, 2015). If the combined revenues to the city from property taxes, sale taxes, and TOT does not increase by 6% when compared to fiscal year 2015 the third year wage provision of the MOU will be reopened for negotiations by the parties.

B. Hours and Overtime

1. **Hours of Work** - The regular work week for employees occupying full-time positions shall consist of five (5) consecutive eight (8) hour days beginning on Monday. One fifteen (15) minute rest break shall be observed during each one-half (1/2) of the workday. It is recognized that the City retains the right to hire an employee upon the condition that the employee's work week shall be different than generally applied. Exceptions to this section shall be made only with agreement between the parties to this Agreement and the employee. See subsection 13 regarding mandatory furloughs.

   Alternative hours of work may be established on a department-by-department basis through the meet and confer process; however, the City shall not change a unit member's hour of work solely for the purpose of avoiding overtime.

2. **Overtime** - Authorized work performed in excess of forty (40) hours in one (1) week or in excess of (8) consecutive hours in one (1) day (exclusive of lunch period) shall constitute overtime.

   An employee required to work in excess of the regularly scheduled hours of work, as defined in the preceding paragraph up to and including twelve (12) consecutive hours of such overtime work, shall be compensated for each overtime hour so worked at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

   An employee required to work hours in excess of twelve (12) hours shall be compensated for each overtime hour so worked at the rate of two (2) times the employee's regular straight-time rate of pay.

   Compensation time off at time and one-half times (1-1/2) hours actually worked may be taken in lieu of paid overtime, subject to the approval of the Department Head and the City Manager or Personnel Officer, up to a limit of one hundred (100) hours at any one time. The employee shall provide the City with a request at least three (3) days in advance of taking such time off; however, the final determination and scheduling of such time off shall be vested with the City.

   Holiday, vacation, sick leave, funeral leave or any other type of paid time off shall count as time worked for the purpose of this Section.

3. **Call Back** - An employee recalled to work outside of and not contiguous with regularly scheduled hours shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

   An employee who is recalled to work as defined above will be compensated at the rate specified in Item 7 below for each mile the

employee is required to use his or her own personal car to travel from portal to portal.

An employee who is recalled will respond to the job site within forty-five (45) minutes of being so notified.

4. **Standby, Emergency (Maintenance Workers)** - An employee who is required to be available in case of emergency to return to work after regular work hours within forty-five (45) minutes shall receive standby duty compensation.

   Standby shall be compensated at the rate of Thirty Eight Dollars and Fifty-Six Cents ($38.56) per day on weekdays; Forty-Nine Dollars and One Cent ($49.01) per day on weekends; and Fifty-One Dollars and Sixty-Four Cents ($51.64) per day on holidays.

5. **Standby, Court Appearances** - An employee who is required to be available for job-related court appearances or in case of emergency to return to work after regular work hours shall receive a minimum of three (3) hours standby duty compensation at the employee's overtime rate (defined as one and one-half (1-1/2) times the employee's regular straight-time rate of pay).

6. **Schedule Change** - For all other employees should management desire to change the regular work hours to accomplish a specific task, a one (1) week notice will be given to schedule the new hours. If schedules are changed in a shorter period of time, the employee is entitled to extended day pay at time and one-half (1-1/2) for work beyond the regular eight (8) hour shift, except under the following emergency conditions: earthquake, major winter flooding, major civil disasters. If the employee elects to work an eight (8) hour shift at the different hours in lieu of overtime, he/she may do so.

7. **Mileage Allowance** - An employee who is required to provide transportation for his/her job shall be compensated at the rate for each mile such employee is required to use his or her personal vehicle, excluding miles traveled getting to and from the workplace, as permitted by the Internal Revenue Service.

8. **Leave** - Holiday, vacation, sick leave, funeral leave or any other type of paid time off shall count as time worked for the purpose of this section.

9. **Reimbursement of Off-Duty Education Expenses** - Employees shall be eligible for reimbursement for costs of tuition, registration fees, books and supplies, and other educational expenses incurred in connection with enrollment and successful completion of job-related course work. The job-related nature of, and need for, such course work shall be validated in advance of enrollment by the respective department head. If the department head determines that the employee's coursework is not job-related, the employee shall be notified immediately. Disputes regarding

the job-related nature of course work shall be classified as grievances and handled through the grievance procedure.

An employee shall be eligible to receive reimbursement not to exceed Five Hundred Dollars ($500.00) per fiscal year, provided that the course of instruction requires attendance at an accredited college or university, is part of a curriculum leading to a degree, is sponsored by an accredited institution of learning, and is approved in advance of enrollment by the respective department head. Notwithstanding this provision, all approvals shall be subject to availability of funds. In order to receive the reimbursement, a grade of "C" or higher must be attained for each eligible course. Any eligible course for which no letter grade is given must be completed with a "pass" or "full credit" score.

10. **Water Certificate** - When obtained and if working in the classification where such certification may be utilized the employee will receive the following:

Grade 1 Distribution Certificate - $150/month

Grade 2 Distribution Certificate- $150/month

Grade 3 Distribution Certificate - $200/month

Grade 1 Collection Certificate - $150/month

Grade 2 Collection Certificate - $150/month

Grade 3 Collection Certificate - $200/month

All Maintenance Worker classifications, including Lead Workers and Street Sweeper classifications shall be eligible for certification pay as listed above regardless of assigned Division.

An employee who has obtained both a Distribution and Collection Certification shall receive certification pay for each Certification obtained at the appropriate level of certification but in no case shall the Certification amount exceed $350.00 per month.

11. **Off Duty Phone Calls** – Employees who receive work-related telephone calls during off-duty time will be compensated for the time worked as straight-time. If the time worked results in the employee working overtime as defined by the MOU, the time will be compensated at time and one-half (1-1/2).

For off-duty calls that occur between 6:00 a.m. and 9:59 p.m., compensation will be a minimum of fifteen (15) minutes of pay. The fifteen (15) minutes of pay will cover any and all telephone calls received or made within that fifteen (15) minute period. In the event a later telephone call is received after the prior fifteen (15) minutes of telephone

work time, and the call requires the employee to again resolve work related problems by telephone, the employee will be paid an additional fifteen (15) minutes of pay, covering all telephone calls received within that fifteen (15) minute period.

For calls that occur between 10:00 p.m. and 5:59 a.m., compensation will be a minimum of thirty (30) minutes of pay. The thirty (30) minutes of pay will cover any and all telephone calls received or made within that thirty (30) minutes period. In the event a later telephone call is received after the prior thirty (30) minutes of telephone work time, and the call requires the employee to again resolve work related problems by telephone, the employee will be paid an additional thirty (30) minutes of pay, covering all telephone calls received within that thirty (30) minute period.

C. Payroll Periods and Paydays

1. **Paydays** - Paydays shall be bi-weekly. In the event that this day falls on a weekend or holiday, payday will be the preceding workday. Paychecks for employees who start their shift after 7:00 p.m. on a designated payday will be made available on the last working day prior to payday, at the beginning of the shift. Employees hired after July 1, 2009 must enroll in and shall be paid by direct deposit.

2. **Payroll Periods** - An employee hired prior to July 1, 2009 shall receive, upon his/her written request, his/her pay on his/her last working day prior to going on vacation when the payday falls within her/her vacation period, provided that such written request is submitted two (2) weeks prior to the first day of the employee's scheduled vacation. The said paycheck shall only include base pay. The provision for advance paychecks shall not apply to vacations scheduled during the first half of January and the first two (2) weeks of July.

D. Advancement/Probation/Evaluations

1. **Advancement** - Salary step advancement shall not be automatic, but shall be made only upon the recommendation of the employee's department head and approval of the City Manager or Personnel Officer. After the completion of six (6) months of satisfactory, continuous service at the initial salary rate into which the employee was hired he/she shall become eligible for advancement to the next succeeding salary step upon the recommendations of his/her department head and the approval of the City Manager or Personnel Officer. An employee becomes eligible for subsequent advancements only upon completion of one (1) year of satisfactory, continuous service in each respective salary step. Each subsequent advancement shall be made only upon the recommendation of the employee's department head and approval of the City Manager or Personnel Officer.

Upon reaching step five (5), an employee shall continue to be paid at the rate provided for such step, provided he/she performs satisfactorily.

The eligibility periods specified above may be modified upon special recommendation by the employee's department head and approval by the City Manager or Personnel Officer where said employee is deemed to have demonstrated extraordinary ability and performance.

2. **Probation**

a. **Duration** - All unit employees are subject to a probationary period of not less than twelve (12) months. The probationary period is automatically extended by the length of any authorized leave(s) of absence (paid or unpaid) of thirty (30) days or more.

b. **Rejection** - During the probationary period, an employee may be rejected at any time without cause and without the right of appeal upon written notification to the employee. If the department head of the probationary employee fails to file a statement with the City Manager or Personnel Officer recommending retention of such employee, the employee will be deemed to be unsatisfactory and his employment shall be automatically terminated at the expiration of the probationary period.

c. **Promotional Probation** - An employee who is rejected from a promotional position in the Classified Service shall be reinstated to a position in the class from which the promotion was made unless the rejection results in dismissal from City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Personnel Rule and Regulation 15 and shall be furnished advance notice pursuant to Personnel Rule and Regulation 14.

3. **Evaluations** - In the case of either an original or promotional appointment, the City shall provide at least one (1) formal evaluation during the probationary period in conformance with the requirements of Personnel Rule and Regulation 12.

E. Special Pay/Compensation

1. **Acting Duties** - An employee may be assigned to acting duty outside of his/her classification. Upon assignment of acting duty status, an employee will begin to earn a salary which is equal to Step A of the salary assigned to the acting position(s), but shall at all time receive at least five percent (5%) above the salary of the salary of the employee's permanent position. Said compensation shall be paid for assignments of at least one (1) hour and shall be paid for the actual hours worked in the acting position.

An employee assigned by the City to perform a long term (at least six (6) months of continuous service in the position) acting assignment in a higher classification will be slotted in the tenure step for the acting position that is at least 5% above the pay rate for the employee's lower classification as stated above. After the employee begins the acting assignment he/she will receive tenure step increases in the higher classification in accordance with the employee's tenure in the lower classification. When the acting

assignment ends, the employee will return to the tenure step in the lower classification he/she would have achieved if he/she had not worked the acting assignment in the higher classification.

2. **Compensatory Time** - Employees in the classifications covered by this Memorandum of Understanding shall be allowed to accrue a maximum of one hundred (100) hours of compensatory time annually.

3. **Notary Compensation** - In January of each year, an "averaged" monthly notary volume figure will be calculated, taking the average of the least three (3) years' volume of notary services as evidenced in the City's notary log book. In addition, a survey will be conducted of five (5) local real estate firms to confirm what the private sector "per signature" charges are for notary services. The "averaged" monthly volume figure will be multiplied by the "per signature" charge to determine the annual monthly service compensation which will be paid for notary work. The Finance Department will be directed to add one-half (1/2) of the monthly figure to each semi-monthly paycheck of the individual assigned the notary duties as compensation for these services.

4. **Clothing Allowances** - Safety shoes are a part of the City's safety equipment which will be issued to each regular full-time employee covered under the terms of this Memorandum of Understanding and shall be worn at all times.

   The City shall issue an allowance to employees for the purchase of safety shoes which meet CAL OSHA standards once per year during the month of January. A separate check shall be prepared by the Finance Department for payment of the allowance. Employees are responsible for reminding their supervisors during this period that such disbursement is due.

   Shoes, including lost or missing shoes, may be replaced and/or repaired at employee's expense. The maximum annual allowance shall be one hundred seventy dollars ($170.00). The value of the annual shoe allowance will be shown as additional income for tax purposes on each covered employee's yearly W-2 statement. Employees will be responsible for providing their own documentation to the Internal Revenue Service regarding this additional income.

5. **Uniform Benefit** - The City will pay one hundred and fifty dollars ($150) per year for eye protection (e.g. safety glasses) for the following employee classifications: All Maintenance Worker classifications including Lead Workers and Street Sweeper classifications, and all Mechanic classifications.

IV. BENEFITS

A. Insured Benefits

1. Cafeteria Plan

For the duration of the MOU, the City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

2. Health/Dental Payments

Effective September 1, 2015 and on July 1st of each year thereafter, the City's contribution to Teamsters Health/Dental Plan will be a dollar amount equal to 90% of the CalPERS Bay Area Region Kaiser Permanente, Employee plus 2 dependents, monthly premium rate for the plan year that goes into effect the following January. (The same Plan Years i.e. 2016-Teamsters Plan Year (July 1, 2015-June 30, 2016) equals 2016 Kaiser Permanente Plan Yea (January 1, 2016-December 31, 2016), plus $50.00. If, in the second or third year of the contract, the CalPERS Bay Area Region Kaiser Permanente, Employee plus 2 dependents monthly premium decreases compared to the previous year, the City will continue to contribute an amount equal to 90% of the CalPERS Bay Area Region Kaiser Permanente premium for the prior year, plus $50. If, in the third year of the contract, the City's revenues from the three sources described above, is not achieved but, the City's revenues increase by at least 4% over fiscal year 2015, the City will increase its additional contribution to the Teamsters' Health and Welfare Trust from $50 per month, per employee to $100 per month, per employee.

Employees who can demonstrate coverage under a comparable health insurance plan and, who are otherwise eligible, may elect to opt-out of the City's Teamsters' Health and Welfare Trust health insurance program.

If the employee opts-out of the health insurance program, the City will pay the Teamsters' Health and Welfare Trust an amount equal to 35% of the composite premium rate for the current health insurance program that includes the "no co-pay" prescription plan.

If the employee opts-out of the health insurance plan, the City will pay that employee an amount equal to 15% of the composite premium rate for the current health insurance program that includes the "no co-pay" prescription plan.

An eligible employee may opt-out of the Teamsters' Health and Welfare Trust's "no co- pay" prescription plan and elect coverage under a prescription plan with a $10/$20 co-pay.

3. **Retiree Medical Contribution**

The City shall pay to the TEAMSTERS Health and Welfare Trust the amount of $60 per employee per month for the funding of retiree medical.

4. **Eligibility**

All full-time regular employees will be eligible for benefits of the Teamsters Union Local 856 Health and Welfare Trust Plan.

A part-time regular employee in the classified service is defined as an employee working an average of less than thirty-five (35) hours per week and an average of twenty (20) hours or more per week. These employees will be eligible for benefits that regular full-time employees receive.

5. **Plans**

The City's sole and exclusive obligation under this subsection shall be to make payments to the Trust on behalf of unit members as set forth in this Memorandum of Understanding.

The employee organization shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents or employees in connection with providing benefits pursuant to the Teamsters Local Union No. 856 Health and Welfare Trust. Such reimbursement shall include but not be limited to court costs, litigation expenses and attorney's fees incurred by the City.

6. **Life Insurance** - During the term of this Memorandum of Understanding, for those employees working a minimum of twenty (20) hours per week, the City will pay the full cost of providing life insurance equal to one times the base annual salary, rounded to the next highest thousand dollars ($1,000), including AD&D coverage.

7. **Disability Insurance** - During the term of this Memorandum of Understanding, long term disability coverage will be provided through the State Disability Insurance Program at represented employees' expense.

8. **Pension** The City's contract with California Public Employees' Retirement System includes the following provisions:

2.7% at 55 Retirement Formula effective December 17, 2006

Employee Contribution is 8.0% of all earnings, plus employee cost share of 5.5% of all earnings in accordance with Government Code § 20516(a). The employee will pay the full cost of the employee's contribution to the State Public Employee Retirement System (PERS).

One year final compensation

Service Credit for unused Sick Leave

Military Service Credit Option

Retiree Death Benefit $500

Retiree Allowance to Survivor

Public Service Credit for Layoff Option

Pre-Retirement for Spouse of active member who died

Military Retiree Service Credit Option

1959 Survivor Benefits (Level 4)

Peace Corps Service Credit Option

Effective December 17, 2006, the City of Millbrae implemented the 2.7% at 55 PERS retirement formula, with the employee paying the increased cost to the Employer and the Employee rate in accordance with Government Code § 20516(a). The City has implemented Internal Revenue Code Section 414 (h) 2 so that the employee's CalPERS retirement contributions are pre-tax in accordance with current law.

Effective January 1, 2013, the city has implemented the 2.0 @ 62 PEPRA Retirement Formula for non-classic members as determined by law. Such implementation was the result of State law. All employees subject to PEPRA will be required to contribute toward the cost in accordance with the PERS statute.

B. Holidays

1. **Holidays** - Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours in any one day; regular part-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed four hours in any one day.

The following are authorized holidays for members of this employee organization:

EVENT	DATE
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September

Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

If a holiday falls on a Sunday, such holiday shall be observed on the following Monday. If a holiday falls on a Saturday, such holiday shall be observed on the preceding Friday.

Unit members in paid status on January 1st of their first year of employment shall be entitled to three (3) floating holidays per year. Unit members employed after January 1st shall be entitled to two (2) floating holidays until the end of the calendar year.

Thereafter each employee shall be entitled to three (3) floating holidays for each calendar year. Should the employee not use the floating holiday by the 1st of the calendar year, it shall be converted to compensatory time, not to exceed the straight-time rate. Field employees cannot convert floating holidays to other leaves. Field employees must schedule floating holiday time off within the calendar year.

An employee shall provide as much advance notice for the use of floating holidays as possible, provided, however, that field employees shall provide fifteen (15) working days' notice in applying for a floating holiday. Requests for use of floating holidays shall be made in accordance with procedures used for compensatory time off.

2. **Work Performed on a Holiday** - Any regular full-time employee, who is required to work on any of the holidays specified in Section IV, B: 1. above shall, in addition to receiving regular pay for such holiday, be paid one and one-half (1-1/2) times the employee's regular straight-time rate of pay for all hours actually worked on such holiday.

3. **Holiday During Vacation** - In the event any of the holidays specified in Section IV, B, 1 above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

C. Vacation

1. **Accrual** - Vacation accrual shall be provided as established below:

Length of Service	Vacation Earned
1 - 5 years	96 hours per year
6 - 10 years	120 hours per year
11 - 15 years	144 hours per year
16 years	152 hours per year
17 or more years	160 hours per year

An employee may accumulate more than two hundred eighty (280) hours during the calendar year, but if the balance is over two hundred eighty (280) hours on December 31st, then no further accumulation is allowed until the vacation hours' balance has dropped below two hundred eighty (280) hours.

Regular full-time employees shall not be permitted to use vacation leave until they have completed an initial six (6) months of employment at which time they shall be entitled to use forty-eight (48) hours of vacation leave.

Part-time employees shall accrue one-half (1/2) of the vacation leave granted to full-time employees based on the same lengths of service.

2. **Vacation Use** - The department head and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department.

   Depending upon circumstances, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation which may be accumulated, including current year accruals shall not exceed two hundred eighty (280) hours, as explained above in Section IV, C. 1. Deferments of accrued vacation as provided above shall have the written approval of the department head and the City Manager or Personnel Officer. Notice of deferment shall be provided to the City Manager or Personnel Officer following approval. Prearranged schedules shall not be deferred for arbitrary reasons.

   When scheduling vacation in five (5) day increments, employees in the Public Works Utilities and Operations Division will provide at least fifteen (15) working days advance notice.

   Vacation scheduling for staff classifications in the Public Works Department for vacation in less than five (5) day increments must be done at least five (5) working days in advance.

3. **Pay Upon Termination** - Employees who terminate employment shall be paid in a lump sum for all unused vacation leave, including pro-rata accrual for less than one (1) full year of service, accrued in accordance with the provisions of this Section prior to the date of termination. No payment shall be made for unused vacation leave contrary to the City's Personnel Rules and Regulations.

D. Sick Leave/Related Use of Sick Leave

1. **Sick Leave** – Full-time employees shall accrue sick leave with pay at the rate of one (1) work day for each calendar month of service equal to eight

(8) working hours; part-time employees shall accrue sick leave benefits at the rate of four (4) hours for each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of actual sickness or disability. Unused sick leave shall be accumulated at the rate of twelve (12) days per year.

In order to receive compensation while absent on sick leave, the employee shall notify the on-duty supervisor, if possible, prior to beginning his/her daily duties but, in any event, no later than two (2) hours after the time set for beginning his/her daily duties. At the option of the City the employee may be required, when absence is for more than two (2) work days, to file a physician's certificate or a City provided personal affidavit form with the Personnel Officer stating the cause of the absence. In the case where the City requires an employee to provide a physician's certificate, the City will notify the employee of this requirement in writing in advance, such certificate will be required to be submitted to the City within five (5) work days of return to work.

2. **Family Illness Leave** – Employees having available sick leave to their credit may draw upon such sick leave when any emergency crisis occurs due to the illness of a member in the employee's immediate family. The amount of sick leave credit allowed in any one instance shall be no more than is necessary for such attendance. Immediate family is defined to include spouse or registered domestic partner, son or daughter, mother or father, brothers or sisters, grandparents, and/or grandchildren, whether by marriage, blood, or legal adoption/custody.

3. **Notice of Planned Medical Appointments** - Employees will notify their supervisor five (5) days in advance of any medical appointments requiring a leave of absence that are scheduled five (5) days or more in advance.

4. **Bereavement Leave** - In the event of the death of a member of an employee's immediate family, as previously defined, the employee shall be granted bereavement leave up to three (3) days. With the consent of the department head, additional bereavement leave chargeable against accumulated sick leave may be granted beyond the three (3) days mentioned above.

   If the death requires travel outside the state, an additional two (2) days bereavement leave chargeable against accumulated sick leave may be utilized by the employee. The amount of sick leave credit allowed in any one instance shall be no more than is necessary for such attendance and travel.

5. **Sick Leave Conversion Program** - Employees who have accumulated one hundred (100) hours of sick leave by January 1st of each calendar year may convert eight (8) hours of accrued sick leave to vacation for use during the same calendar year. For every fifty (50) hour increment of sick

leave accumulated in excess of one hundred (100) hours in a calendar year, an employee may convert an additional four hours of accrued' sick leave to vacation for a maximum conversion of forty (40) hours during the calendar year. Sick leave increments converted to vacation shall be deducted from the employee's accumulated sick leave. Employees shall have thirty (30) days from each January 1st to make their conversion selections.

6. **Payment for Accumulated Sick Leave** - Upon termination of service with the City by reason of retirement under the City's Retirement Program (excluding deferred retirement), death or abolishment of position, without subsequent offer of employment in a new position, employees having unused accumulated sick leave shall be paid compensation therefore equivalent to twenty-five percent (25%) of their daily wage rate for each day of unused sick leave for the first two hundred (200) days of said unused sick leave. Once the employee elects to receive compensation or to convert the Sick Leave to PERS credits, the election may not be modified.

E. Leaves of Absence

1. **Military Leave** - Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Manager or the Personnel Officer an opportunity within the limits of military regulations to determine when such leave shall be taken.

2. **Jury Duty Leave** - Employees summoned for jury duty shall be granted such leave of absence as is necessary to serve jury duty, as provided herein. An employee summoned for jury duty shall inform his/her manager or supervisor promptly upon receipt of a jury summons so that the City may, in cases where jury duty leave would impose a hardship, take steps to have the jury service postponed or excused. An employee selected for service on a jury who is expected to sit for more than two (2) weeks shall notify his/her manager or supervisor promptly upon such selection.

   Employees on jury duty shall be paid by the City on regular paydays the difference between their regular pay and their jury duty pay for each day of jury duty service. In order to qualify for jury duty pay, the employee shall, on a weekly basis, submit evidence of jury pay to his/her manager or supervisor.

   An employee on jury duty who is excused from such duty for a day (or days) or for a period of four (4) or more hours on any regular workday shall report to work unless excused in advance by his/her manager or supervisor. Failure to so report may be considered grounds for discipline.

3. **Maternity and Family Leave** - Maternity and Family leave shall be granted in accordance with applicable State and Federal laws.

4. **Leave of Absence** - The City Manager or Personnel Officer may grant a regular employee a leave of absence, without pay or benefits, for a period not to exceed one (1) year. Request for such-leave shall be in writing and shall be approved by the City Manager or Personnel Office in writing.

   Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted, provided that the employee's position has not been impacted by layoff due to lack of work or funds as solely determined by City Council. In the event of layoff, the employee on leave shall be notified of the position elimination in advance and be entitled to all bumping rights provided by this agreement and City rules and regulations. Failure on the part of any employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. While on such leave of absence, the employee shall not accrue sick leave, vacation, seniority, or any other benefits for the duration of such absence.

V. CONTRACT ENFORCEMENT

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any and all prior or existing Memoranda of Understanding are hereby superseded and terminated in their entirety.

VI. MISCELLANEOUS PROVISIONS

A. **Severability** - Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

B. **Entire Agreement Clause** - The City and employee organization agree that this Memorandum of Understanding represents the complete agreement of the parties upon all subjects.

C. **Waivers of Contract** - The Memorandum of Understanding shall supersede all existing and prior Memorandum of Understanding between the City and the employee organization or Personnel Rules, Regulations, Resolutions and Ordinances which are in conflict with this Agreement. In the absence of any such conflict, the existing Rules, Regulations, Resolutions and Ordinances shall prevail.

D. **Drug-Free Workplace** - It is the policy of the City of Millbrae to maintain a drug-free workplace. This policy is a condition of employment and violation shall result in discipline up to and including termination.

E. **Mechanics' Tools** - All mechanics shall provide the tools listed in Exhibit "B" attached hereto. Other tools, not listed, if required by the City shall be supplied by the City. The replacement tool policy shall be as stated in Exhibit "B".

F. **General Provisions Regarding the Americans with Disabilities Act**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Millbrae to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Teamsters Union Local 856 recognizes that the City of Millbrae has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Millbrae Teamsters Union Local 856 will be notified in advance of the beginning of the interactive process.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

G. **Family Care Leave** – The City shall comply with the provisions of applicable state and federal law.

H. **Compensation Survey** – The City may periodically conduct compensation surveys for information purposes. If and when the City conducts such surveys, the City will recognize, among other things, the 5.5% employer contribution paid by City employees to CalPERS.

I. **Labor Management Committee** – The Union shall designate two representatives and the City shall designate two representatives. The parties shall meet upon either party's request not to exceed once per quarter. Parties shall meet to discuss issues and disputes within scope of representation during the term of the agreement.

J. **Facial Hair Requirements** For safety purposes, any employee who is assigned to a confined space entry may be required to immediately shave by a supervisor. This requirement to immediately shave will be accomplished without appeal or the right of grievance. In addition, consistent with the historical facial hair policy, all public works employees are required to present themselves to the public in a neat professional appearance at all times. The following standards apply to employees:

1. Employees' appearance will be neat and professional at all times. Facial hair will be neat and trimmed.

2. Employees shall have a shaving device ready, and on hand in their locker to accommodate shaving immediately if and when required.

3. All employees will continue to be annually tested for SCUBA apparatus fitting. This is a CAL OSHA requirement for anyone who may be required to perform a confined space entry, and since during emergencies any employee could be required to perform such a confined space entry, all employees will be required to perform the annual fit test. This fitting usually occurs once a year in the month of October. The fitting of SCUBA apparatus will require the employee to meet the standards of the test. When fitted for a respirator, facial hair must not extend past the respirator's face shield seal. When employees are asked to trim or remove facial hair, they will immediately do so in order to pass this safety SCUBA fit test. Face hoods and more elaborate SCUBA devices are not feasible for the purposes of Utilities and Operations Confined Space Entry.

K. **Duration** - This Memorandum of Understanding shall remain in effect for those employees employed in the classifications which comprise the Local 856 represented unit for the period from July 1, 2015 through June 30, 2018.

City of Millbrae:

By: _____
Patrick Glenn, Chief Negotiator

Date: 5-9-16

By: _____
Marcia Raines, City Manager

Date: 5-11-16

Local 856, IBT:

By: _____
Peter Finn, Representative

Date: 5/2/16

EXHIBIT A SALARY SCHEDULES

Effective July 1, 2015

CLASSIFICATION JOB TITLE	COMPENSATION A	B	C	D	E
PARKS: MAINTENANCE TECHNICIAN	4,543	4,770	5,009	5,259	5522
MAINTENANCE WORKER	3,949	4,147	4,354	4,572	4800
SENIOR MAINTENANCE WORKER	4,327	4,543	4,770	5,009	5259
PUBLIC WORKS: LEAD WORKER II	5,162	5,421	5,692	5,976	6,275
EQUIPMENT MECHANIC III	5,791	6,081	6,385	6,704	7039
PUMP MECHANIC I	5,000	5,250	5,512	5,788	6077
STREET SWEEPER OPERATOR	4,518	4,744	4,981	5,230	5492
EQUIPMENT MECHANIC I	4,508	4,734	4,970	5,219	5480
SR. WATER MAINTENANCE WORKER	4,543	4,770	5,009	5,259	5522
ACCOUNTING TECHNICIAN	4,770	5,008	5,258	5,521	5797
OFFICE ASSISTANT I	3,323	3,489	3,664	3,847	4039
OFFICE ASSISTANT II	4,100	4,305	4,521	4,747	4984
OFFICE ASSISTANT II (HALF TIME)	2,051	2,154	2,261	2,374	2493
SENIOR OFFICE ASSISTANT	4,510	4,735	4,972	5,221	5482
ADMINISTRATIVE ASSISTANT	4,961	5,209	5,469	5,743	6030
PERMIT OFFICER	5,018	5,269	5,533	5,809	6100
OFFICE ASSISTANT SPECIAL SERVICES (65%)	3,263	3,426	3,597	3,777	3966
TINY TOT TEACHER (HALF TIME)	14.16/hr				

Effective July 1, 2016

CLASSIFICATION JOB TITLE	COMPENSATION A	B	C	D	E
PARKS: MAINTENANCE TECHNICIAN	4,679	4,913	5,159	5,417	5,688
MAINTENANCE WORKER	4,068	4,271	4,485	4,709	4,944
SENIOR MAINTENANCE WORKER	4,456	4,679	4,913	5,159	5,417
PUBLIC WORKS: LEAD WORKER II	5,317	5,583	5,862	6,155	6,463
EQUIPMENT MECHANIC III	5,965	6,263	6,576	6,905	7,250
PUMP MECHANIC I	5,150	5,407	5,677	5,961	6,259
STREET SWEEPER OPERATOR	4,654	4,886	5,131	5,387	5,656
EQUIPMENT MECHANIC I	4,643	4,876	5,119	5,375	5,644
SR. WATER MAINTENANCE	4,679	4,913	5,159	5,417	5,688

WORKER					
ACCOUNTING TECHNICIAN	4,913	5,158	5,416	5,687	5,971
OFFICE ASSISTANT I	3,423	3,594	3,774	3,962	4,160
OFFICE ASSISTANT II	4,223	4,434	4,656	4,889	5,133
OFFICE ASSISTANT II (HALF TIME)	2,113	2,218	2,329	2,446	2,568
SENIOR OFFICE ASSISTANT	4,645	4,877	5,121	5,377	5,646
ADMINISTRATIVE ASSISTANT	5,110	5,365	5,633	5,915	6,211
PERMIT OFFICER	5,169	5,427	5,699	5,984	6,283
OFFICE ASSISTANT SPECIAL SERVICES (65%)	3,361	3,529	3,705	3,891	4,085
TINY TOT TEACHER (HALF TIME)	14.59/hr				

Effective July 1, 2017

CLASSIFICATION		**COMPENSATION**			
JOB TITLE	A	B	C	D	E
PARKS: MAINTENANCE TECHNICIAN	4,820	5,061	5,314	5,580	5,859
MAINTENANCE WORKER	4,190	4,399	4,619	4,850	5,093
SENIOR MAINTENANCE WORKER	4,590	4,820	5,061	5,314	5,579
PUBLIC WORKS: LEAD WORKER II	5,477	5,751	6,038	6,340	6,657
EQUIPMENT MECHANIC III	6,144	6,451	6,773	7,112	7,468
PUMP MECHANIC I	5,304	5,569	5,848	6,140	6,447
STREET SWEEPER OPERATOR	4,793	5,033	5,284	5,549	5,826
EQUIPMENT MECHANIC I	4,783	5,022	5,273	5,537	5,813
SR. WATER MAINTENANCE WORKER	4,820	5,061	5,314	5,580	5,859
ACCOUNTING TECHNICIAN	5,060	5,313	5,579	5,858	6,150
OFFICE ASSISTANT I	3,526	3,702	3,887	4,081	4,285
OFFICE ASSISTANT II	4,350	4,567	4,796	5,036	5,287
OFFICE ASSISTANT II (HALF TIME)	2,176	2,285	2,399	2,519	2,645
SENIOR OFFICE ASSISTANT	4,785	5,024	5,275	5,539	5,816
ADMINISTRATIVE ASSISTANT	5,263	5,526	5,802	6,093	6,397
PERMIT OFFICER	5,324	5,590	5,870	6,163	6,471
OFFICE ASSISTANT SPECIAL SERVICES (65%)	3,462	3,635	3,816	4,007	4,208
TINY TOT TEACHER (HALF TIME)	15.03/hr				

EXHIBIT B MECHANIC'S TOOL LIST (To be provided by mechanic)

PULLERS*

Brake drum pullers

Small up to 10" auto

Large up to 20" truck

Harmonic balancer puller set with bolts SAE, USS & Metric

Steering wheel puller with bolts SAE, USS & Metric

Chain pin extractor and installer, misc. size chains

Axle shaft puller

Universal wheel puller (hubs)

Pulley and gear pullers, misc. sizes

Pitman arm puller

Air conditioner pulley puller

Differential side bearing puller (small and large)

Interchangeable bar type puller

MISCELLANEOUS

Retaining ring and snap ring pliers — small and large sets

Internal and external and locking pliers

Wire twister/cutter (safety wire)

Complete set of torx power bits/drivers

Impact driver (screw type)

Flare nut wrenches (Metric and U.S.)

6 point shallow/impact sockets 3/8" and 1/2" drive (Metric and U.S.)

6 point deep impact sockets 3/8" and 1/2" drive z (Metric and U.S.)

Swivel shallow impact sockets 3/8" and 1/2" drive (Metric and U.S.)

Swivel deep impact sockets 3/8" and 1/2" drive (Metric and U.S.)

Crows foot wrenches 3/8" and 1/2" drive (Metric and U.S.)

Flare nut 6 point flank drive wrenches 3/8" and 1/2" drive (Metric and U.S)

Breaker bar, ratchet, T-bar, universal and various extensions

Hex lobular sockets 3/8" drive set

Box or boxes big enough for all tools

Listed with locking capability

Also any and all, trays, racks, boxes and pouches to keep tools in an organized order

Inside and outside seal pulling tools

Seal installing tool set

Freeze plug installing tool set

Flywheel turning tool

Air blower and siphon tool

Screw extractors - all types and sizes

Stethoscope

Tubing tools set (bender, cutter and flare)

Cylinder leak down tester *

Vacuum Gauge

Compression tester*

Bolt cutters

Universal transmission yoke seal plug set

Tail pipe expander

Allen wrench set — American

Combination wrenches

Screw drivers — flat and Phillips

Small and large ballpeen hammers

Miscellaneous distributor wrenches

Pliers, channel locks, vice grips, wire strippers, dykes, needle hose, C—clamp

HAMMERS

Compothane — 4 lbs.

Bronze tip — 24 oz.

SOCKETS (Ratchets included)

1/4" drive to ½" — American

3/8" drive up to 1" — American

½" drive up to 1 1/8" — American

**If broken under normal use, City agrees to replace these items.*

TOOL POLICIES

I. The City will establish a tool inventory list and mechanics will check off all City supplied tools indicating they are present and in good condition, sign and submit to the supervisor weekly.

II. All City supplied tools to be purchased or replaced with supervisor's permission only.

III. No City tools to be used for personal repairs or taken from garage.

IV. City tools to be properly used, cleaned and maintained.

V. City agrees to replace stolen tools listed as being provided by the mechanic. In each case, mechanic to provide the supervisor with a written detailed account of how the tools were taken.

VI. Mechanic-owned tools will be replaced by the City if they are damaged as a result of negligence caused by someone other than the mechanic. In each case, mechanic to provide the supervisor with a written detailed account of how the tools are damaged.

EXHIBIT C

RULE 15. GRIEVANCE AND APPEALS PROCEDURE

The provisions of this Rule shall not apply to classified employees represented by any City employee organization which has a grievance and appeals procedure set forth in a current memorandum of understanding with the City nor to employees being rejected from probationary status.

15.01 DEFINITION

A grievance is defined as any dispute involving a disciplinary action taken by the City in accordance with Rule 14; or a dispute involving the interpretation, application or alleged violation of:

a. A current memorandum of understanding between the City and a recognized employee organization.

b. These Rules and Regulations where the provision in dispute is within the scope of representation.

All ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of a memorandum of understanding shall be excluded from the grievance process. The excluded ordinances, resolutions, rules and regulations shall not be subject to the grievance procedures set forth in this section.

Should any dispute concern an agreement, rule or action which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

15.02 INFORMAL AND FORMAL GRIEVANCES

Individuals should first attempt to exhaust all informal methods (see Rule 14.01) prior to following through to more formal methods to resolve problems. Nothing within these procedures shall be construed to limit the right of an employee to informally discuss any employment problem with an immediate supervisor or designated manager.

15.03 INFORMAL GRIEVANCES

An employee who has a grievance shall bring it to the attention of his immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter must be raised within twenty (20) working days of the occurrence.

If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised, the employee may refer it to the next higher level of supervision. If no such level exists, or the grievance cannot be resolved at this level, the dispute may be referred to the department head.

Disputes involving disciplinary actions by supervisors, other than oral and written reprimands, taken pursuant to Rule 14 shall be initiated at Step 2 of this procedure.

15.04 FORMAL GRIEVANCES

If the grievance cannot be resolved informally within ten (10) working days of the date it is first raised with the employee's immediate supervisor, the employee shall have the right to submit a formal grievance on a City Grievance Form. The formal grievance shall contain the following information:

a. The name of the grievant.

b. The grievant's department and specific work site.

c. The name of the grievant's immediate supervisor.

d. A statement of the nature of the grievance including date and place of occurrence.

e. The specific provision, policy or procedure alleged to have been violated.

f. The remedy sought by the grievant.

g. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Step 1 — An employee dissatisfied with the response received through the informal procedures discussed in Rule 15.03 may submit a formal grievance to the next higher level supervisor or department head within five (5) working days of receipt of the decision reached through the informal process. The higher level supervisor or department head, upon receipt of the grievance, shall discuss the grievance with the employee. The higher level supervisor or department head shall render a decision in writing and notify the employee within five (5) working days after receipt of the grievance.

In those departments where there are several layers of supervision and if the grievant is not satisfied with the decision of the higher level supervisor, the grievant may process a grievance request to the department head within five (5) working days after receipt of the supervisor's decision. The department head shall have five (5) working days to respond to the grievant with a written decision.

The time limits for this step may be extended/waived by mutual agreement of the parties. Failure on the part of the department head to comply with prescribed time limits or extensions thereto shall result in the grievance being moved to the next step of the procedure.

Step 2 — If the employee is dissatisfied with the decision of the department head in step 1, the employee may submit the grievance to the Personnel Officer/City Manager within five (5) working days from receipt of the department head's response.

The Personnel Officer/City Manager, or a designated representative, shall respond to the grievance in writing within the following time limits:

a. For non-disciplinary matters: within ten (10) working days.

b. For disciplinary matters: within twenty (20) working days.

Within either of these periods, the Personnel Officer/City Manager or designated representative may, at their discretion, conduct an informal meeting involving the parties to the dispute.

In disputes involving disciplinary actions, the time period for filing grievances with the Personnel Officer/City Manager shall be five (5) working days from the effective date of the disciplinary action.

The time limits for this step may be extended/waived by mutual agreement of the parties. Failure on the part of the Personnel Officer/City Manager to comply with prescribed time limits or extensions thereto shall result in the grievance being moved to the next step of the procedure.

Step 3 - If the employee is dissatisfied with the decision of the Personnel Officer/City Manager in Step 2, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the Personnel Officer/City Manager or a designated City representative by the grievant within ten (10) working days from the date of the step 2 answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Personnel Rules at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Personnel Rules or impose any limitations or obligations not specifically provided for under the terms of the MOU or Personnel Rules.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law. With regard to discipline, the arbitrator may recommend affirmation, reversal or modification of the disciplinary penalty. Any recommended back-pay due as a result of modification or reversal shall be a net amount, deducting any income from other employment earned by the employee subsequent to the effective date of the disciplinary action. The arbitrator's decision shall be advisory to the City Council.

The fees of the arbitrator and the court reporter will be borne equally by employee association and the City.

CONDUCT OF THE HEARING

The conduct of the advisory arbitration hearing shall be as follows:

a. **Court Reporter.** The hearing shall be transcribed by a certified shorthand reporter.

b. **Rights of Employee.** The employee shall attend any hearing, unless excused by the Hearing Officer and shall be entitled to:

(i) be represented by counsel or any other person at such hearing;

(ii) testify under oath;

(iii) compel the attendance of other employees of the City to testify in his/her behalf;

(iv) cross—examine all witnesses appearing against the employee;

(v) impeach any witness;

(vi) present such affidavits, exhibits and other evidence as the Hearing Officer deems pertinent to the inquiry;

(vii) argue his/her case

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

c. **Evidence.** The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted to any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

d. **Exclusion of Witnesses.** The Hearing Officer may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

e. **Burden of Proof.** The burden of proof shall be upon the party attempting to substantiate the charges.

f. **Findings and Decision.** Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Hearing Officer, which shall constitute his/her decision. Written findings and conclusions shall be submitted by the Hearing Officer to the Personnel Officer/City Manager and to the employee or his/her counsel or representative.

g. **Transcript of Hearings.** The fees and expenses of the Hearing Officer and the hearing shall be split between the parties. The cost of the services and expenses of the court reporter shall be split by the parties. Any other expenses shall be borne by the parties incurring them.

h. **Continuances.** The Hearing Officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper, including in his/her discretion the condition that the employee shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

Step 4 - If either the employee or the City is dissatisfied with the advisory decision of the arbitrator in Step 3, an appeal may be made to the City Council within ten (10) working days from receipt of the arbitrator's advisory decision.

The City Council may adopt the advisory decision in its entirety. In such case, no additional hearing is required and the Council need not review the hearing transcript. If the City Council does not adopt the advisory decision in its entirety, it may, at its discretion, hold an additional hearing. The hearing shall be conducted in accordance with the "conduct of hearing" rules set forth in Step 3 above.

If the City Council does not adopt the advisory decision in its entirety, it may modify or reject the advisory decision after reviewing and deciding the grievance on the hearing transcript record. The City Council shall issue a written decision setting forth findings of fact and conclusions of law. The majority decision of the City Council shall be final and binding.

With regard to disciplinary appeals, the City Council may affirm, reverse or modify the disciplinary penalty. Any back-pay due as a result of modification or reversal shall be a net amount, deducting any income from other employment earned by the employee subsequent to the effective date of the disciplinary action.

15.05 GENERAL CONDITIONS

a. Any time limit set forth in Rule 15.04 may be extended by written agreement between the appropriate City representative and the grievant or the recognized employee organization representing him/her.

b. Failure on the part of the grievant or his/her designated representative to comply with the time limits of Rules 15.03 or 15.04 or any extension thereto shall constitute a withdrawal of the grievance without further recourse to re-submittal under this procedure. Failure on the part of the City to comply with prescribed time limits or extensions thereto shall result in the grievance being moved to the next step of the procedure.

c. Upon receipt of a written grievance, the City shall have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in these Rules and Regulations for processing a grievance.

d. Except as provided in Rule 15.04 (g), the grievant shall be entitled to have a representative of his/her own choosing present at any grievance meeting with the City.

e. Except as provided in Rule 15.04 (g), a representative of a recognized employee organization which represents the grievant's classification shall be entitled to be present at any hearing held in conjunction with step 2, 3 or 4 of Rule 15.04.

f. Nothing herein shall preclude the use of alternate means of resolving the grievance at Step 2 of Rule 15.04. Such means must be jointly agreed to by the Personnel Officer/City Manager and the employee and the recognized employee organization which represents this classification. Decisions rendered in this manner shall be advisory only and shall be submitted to the Personnel Officer/City Manager for approval, modification or reversal.

g. Petitions for judicial review of administrative determinations by the City Council made under this Rule shall be governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

h. Any employee may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the recognized employee organization, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the MOU or Personnel Rules; provided that the City shall not agree to a resolution of the grievance until the recognized employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

i. Employees shall have freedom from reprisal for use of the Grievance Procedures.