

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF HALF MOON BAY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY LOCAL 39, AFL-CIO**

**July 1, 2018 - June 30, 2021**

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## SECTION 1

### MEMORANDUM OF UNDERSTANDING

#### 1.1 Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the City of Half Moon Bay hereinafter called "City" and the International Union of Operating Engineers, Stationary Local No. 39, hereinafter called "Union."

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 reached agreement on all matters set forth in this Agreement relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Half Moon Bay as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 to June 30, 2021

The parties agree that negotiations for the MOU beginning July 1, 2021 shall commence no later than three (3) months prior to the expiration of this current Agreement.

## SECTION 2

### RECOGNITION

#### 2.1 Union Recognition

The City recognizes the International Union of Operating Engineers Stationary Local 39, AFL-CIO, hereinafter referred to as the "Union," as the exclusive bargaining agent for all employees working in the following classifications:

Accounting Technician  
Administrative Analyst  
Administrative Assistant  
Deputy City Clerk  
Maintenance Worker I/II  
Office Assistant I/II  
Permit Technician  
Recreation Leader I/II/III  
Senior Accounting Technician

The Union and its authorized representatives have the exclusive right to represent bargaining Unit members on all matters within the scope of representation.

### **SECTION 3**

#### **PAY AND ALLOWANCES**

##### **3.1 Salary**

Effective July 1, 2018, the base wages for represented classifications shall be increased by a cost of living adjustment of four percent (4%).

Effective July 1, 2019 the base wages for represented classifications shall be increased by a cost of living adjustment of two and one half percent (2.5%).

Effective July 1, 2020 the base wages for represented classifications shall be increased by a cost of living adjustment of two and one half percent (2.5%).

##### **3.2 Bilingual Pay**

Effective July 1, 2018, members of the Unit who have the ability to speak and understand Spanish, as determined by a standard academic test of proficiency, shall receive the following bilingual pay if the City Manager determines that the member's bilingual skills assist the City in carrying out its organizational mission:

- Two and a half percent (2.5%) per month of employee's base salary for employees certified in oral skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in written skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in simultaneous translation skills.

Bilingual skill shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial appointment letter and the employee shall receive the applicable bilingual pay.

### **3.3 Notary Public Services Pay**

Effective July 1, 2005, the City will pay two and one-half percent (2.5%) wage differential to a Local 39 employee who is assigned in writing and is required to perform notary functions for the City.

### **3.4 Specialized License Pay**

Effective the first full pay period following adoption of this Agreement by the City Council, the City will pay two and one-half percent (2.5%) wage differential to a Local 39 employee who (i) holds one of the following licenses and (ii) is assigned in writing and is required to perform functions requiring such a license for the City:

- Arborist
- Pesticide
- Playground Inspector
- Backflow

This list is not intended to be exhaustive. Additional certifications may be added upon mutual agreement between the City and Local 39.

### **3.5 Salary on Promotion**

Any Bargaining Unit employee who is promoted to a position having a higher salary range shall receive the minimum step in the new range that provides for no less than a five percent (5%) increase.

If an employee is eligible for a merit step increase on the same date the promotion is to be effective, the step increase shall be granted before the promotion.

### **3.6 Salary for Out of Class Work**

Any employee, who is assigned the full scope of duties of a position having a higher salary range, shall receive acting pay equal to the minimum step in the new range that provides at least a five percent (5%) increase during the entire period of such assignment.

Acting pay shall commence from hour one and the employee shall be assigned in writing to perform the full scope of duties as specified in the job description.

Out of class work shall also include assignments that occur when an employee, because of turnover in supervisory or management personnel, performs major duties normally performed in those higher-level positions.

Employees who are assigned out of class work in writing shall receive a five percent (5%) premium pay for the length of the out of class assignment, which may run while the applicable position(s) are vacant and for up to ten (10) working days' time after they are filled

### **3.7 Overtime Meal Allowance**

The City agrees either to pay for a meal, or to reimburse a per diem amount of Twenty Dollars (\$20.00) for a meal, for any employee who works four (4) or more consecutive hours of overtime after completing a regular shift.

## **SECTION 4**

### **OTHER PAY AND REIMBURSEMENTS**

#### **4.1 Uniforms**

The City shall furnish uniforms and/or clothing required by the City to be worn or used by Bargaining Unit employees. Bargaining unit members in the Maintenance Worker classifications shall be provided an allowance for the purpose of uniform maintenance of one hundred seventy five dollars (\$175.00) per year to be paid the first pay period in July.

The City will issue the following uniforms to Maintenance Workers upon hire and every July 1:

- Ten short-sleeve T Shirts with City logo
- Four baseball style hats with City logo
- One hooded sweatshirt with City logo
- One Winter jacket with City logo
- Two hundred fifty dollars (\$250) for the purchase of workpants
- Two hundred sixty five dollars (\$265) for work boots

All logos and patches will be furnished and attached by the City.

Rain wear and safety gear will be furnished by the City as needed.

Employees required by the City to wear steel toed and/or ankle supported safety shoes/boots, or to work with asphalt as a usual and regular job duty shall receive a shoe/boot allowance.

Shoes/boots purchased with the use of the employee shoe/boot allowance shall be used only for City work. Employees are responsible for replacing shoes/boots that are lost or damaged due to the employee's negligence.

#### **4.2 Standby Pay**

Any employee, who, when off duty, is assigned by the department to be on restricted standby, shall be eligible for stand-by pay as follows:

1. Two Dollars and Fifty Cents (\$2.50) for each hour on regular work days and;
2. Two Dollars and Seventy-Five Cents (\$2.75) for each hour on days off, for the entire period of such an assignment.

The City will provide three (3) days' notice of standby assignment, except in cases of emergency in which City property may be damaged, there is a danger to public health and/or safety, or an unforeseen public hazard exists.

#### **4.3 Vacation and Compensatory Leave Payoff**

When an employee is separated from service after six (6) months of employment, he/she shall be entitled to lump sum payment of any accrued and unused vacation or compensatory time at the time of separation; minus any mandatory deductions and benefit payments the employee owes the City.

In addition to the payment available upon separation, employees shall have the option to cash out up to ninety six (96) hours of accrued vacation or CTO in November of each year with the approval of the City Manager. In order to be eligible for this cash out, the employee must have at least forty (40) hours of accrued vacation time remaining in their vacation bank after the cash out.

#### **4.4 Sick Leave Payoff**

The following sick leave reimbursement plan shall be available to all represented classifications:

Payoff of earned but unused sick leave upon cessation of employment with the City, as follows: Twenty five percent (25%) of all unused sick leave, not to exceed Twenty Five Hundred Dollars (\$2,500).

Employment duration must equal or exceed five (5) years with the City of Half Moon Bay.

#### **4.5 Personal Property Reimbursement**

The City shall provide reimbursement to employees for the cost of repairing or replacing the property or prostheses of an employee, lost or damaged while in the course and scope of employment, without fault to the employee.

#### **4.6 Reimbursement for Use of Technology**

If an employee is required by his or her supervisor to use his or her personal cell phone, tablets, laptops or other technology in the course of City business, the City will provide a stipend of seventy-five dollars (\$75) per month.

#### **4.7 Service Recognition**

For any employees that were employed by the City prior to July 1, 2013, the City shall make service recognition awards as follows:

- Employees with at least seven years and less than fourteen years of full-time Half Moon Bay City-service shall receive an annual payment of \$700 in the pay period following their anniversary date.
- Employees with at least fourteen years and less than twenty-one years of full-time Half Moon Bay City-service shall receive an annual payment of \$1400 in the pay period following their anniversary date.
- Employees with at least twenty-one years full-time Half Moon Bay City-service shall receive an annual payment of \$2100 in the pay period following their anniversary date.

The cost of the Service Recognition Program shall be considered part of the total compensation provided to classifications in the bargaining unit and will be incorporated when the City contemplates future adjustments in bargaining unit compensation.

Employees hired after July 1, 2013 will not be eligible for service recognition.

#### **4.8 Shift Differential**

Maintenance Workers assigned to work a weekend shift shall be compensated for a weekend differential at two percent (2%) above the worker's base pay.

## **SECTION 5**

### **MILEAGE AND TRAVEL REIMBURSEMENT**

#### **5.1 Mileage**

Bargaining Unit employees shall be entitled to reimbursement for the actual miles traveled on City business in the employee's private vehicle at the current rate established by the Internal Revenue Service.

Private vehicles used for City business shall comply with applicable California Vehicle Code Sections pertaining to "insurance or proof of ability to respond to damages."

#### **5.2 Lodging**

Bargaining Unit employees shall be entitled to reimbursement for the actual cost of lodging when away from the City overnight on official City business. Receipts may be required for payment of the claim.

#### **5.3 Meals**

Bargaining Unit employees shall be entitled to reimbursement for necessary meal expenses incurred while on official City business. Per diem rates will be based on the U.S. General Services Administration (GSA) reimbursement rates applicable to location in which City business is being conducted. For example, 2015 rates for business being conducted in Half Moon Bay are \$61 per day - \$10 breakfast/\$15 lunch/\$31 dinner.

## **SECTION 6**

### **EDUCATIONAL AND TRAINING INCENTIVE PROGRAM**

#### **6.1 Tuition Reimbursement Program**

The City shall reimburse employees up to One Thousand Five Hundred Dollars each calendar year (\$1,500) for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee. Eligible classes, certifications, professional memberships, workshops, conferences, and seminars must:

- Relate to and be beneficial for the work of the employee's current City position or occupation; or

- Satisfy a continuing education requirement of the employee's current City position; or
- Prepare the employee for advancement/promotion to positions of greater responsibility within the City.

Under this section, employees may also request reimbursement of payments made towards student loans.

The City does not make any representations as to the tax treatment of this benefit.

## SECTION 7 WORK SCHEDULES AND OVERTIME

### 7.1 Work Schedules

- a. The standard work week for all Bargaining Unit employees shall consist of forty (40) hours of work during five (5) consecutive workdays.
- b. The standard workday shall consist of eight (8) consecutive hours of work that may be interrupted by a meal period.
- c. Work schedules showing employees' shifts, workdays, and hours shall be posted on employee bulletin boards.
- d. The City Manager will meet with the Union to discuss alternate schedules upon request.
- e. City Hall Closure:

#### 2018-2019

City Hall will be closed December 26-28, 2018. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

Staff who have completed less than two (2) years of service with the City as of December 1, 2018 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two

(2) floating holidays before March 1, 2019. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

#### 2019-2020

City Hall will be closed December 26-27 and December 30, 2019. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

Staff who have completed less than two (2) years of service with the City as of December 1, 2019 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2020. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

#### 2020-2021

City Hall will be closed December 28-30, 2020. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

Staff who have completed less than two (2) years of service with the City as of December 1, 2020 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2021. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

## **7.2 Overtime**

- a. Any time worked in excess of the standard forty (40) hour workweek shall be considered overtime work and shall be compensated at the overtime pay rate of one and one-half (1½) times the employee's

regular hourly rate of pay. The accumulation of compensatory time off (CTO) shall not exceed one hundred (100) hours.

- b. Any employee as of July 1, 2013 that has over one hundred (100) hours of CTO will be automatically paid any overtime hours each pay period until the hours are reduced to, at or below one hundred (100) hours.
- c. Employee will have the option to be paid their overtime hours during each pay period overtime is worked or have them deposited into the CTO bank.
- d. The City shall notify employees of the need for overtime work as far in advance as possible.
- e. The City shall attempt to distribute overtime work equitably among Bargaining Unit employees.
- f. Except in emergency situations, employees will not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.

### **7.3 FLSA Savings Clause**

The City and the Union believe that this Memorandum of Understanding, and all of the City's related pay practices, comport with the requirements of the Fair Labor Standards Act (FLSA). In the event any person makes a claim the MOU contains a provision that does not comply with the FLSA, the City may require a reopener regarding the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

### **7.4 Call Back**

- a. An employee who has left the work site and is called back to work outside of and not continuous with regularly scheduled hours, shall be paid a minimum of three (3) hours plus any time worked in excess of three (3) hours at the overtime rate. Any additional call back within the original call back period shall not result in an additional three (3) hour minimum.
- b. Time worked for which an employee is entitled to compensation shall include reasonable travel time to and from an employee's residence not to exceed one (1) hour total travel time.

## **7.5 Meals and Rest Periods**

- a. When working a shift scheduled to be six (6) or more hours, an employee shall be granted a meal period of at least thirty (30) but not more than sixty (60) minutes, at or near the mid-point of the shift.
- b. After each four (4) hour segment of overtime work, an employee shall be granted a thirty (30) minute and duty free meal period.
- c. Employees shall be entitled to a paid rest period of fifteen (15) minutes during each full four (4) hour segment of work.

## **7.6 Alternate Work Schedules**

The parties will explore alternative work schedules for employees. It is understood that the schedule must be such that city operations must stay open Monday through Friday.

# **SECTION 8**

## **HEALTH AND WELFARE**

### **8.1 Medical, Dental and Vision Insurance**

#### **a. Eligibility**

All regular employees of the City eligible for PERS medical membership shall be eligible to enroll in the health and welfare benefits provided by this Section and currently authorized for this bargaining unit. Eligible dependents of a regular employee eligible for PERS medical membership shall be permitted to participate in any health and welfare benefit provided in this Section to the extent authorized by the benefit plan.

#### **b. Medical Insurance Benefits**

During the term of the MOU, the City agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits.

The City will pay the minimum employer contribution required under PEMHCA for each eligible active employee towards the purchase of medical insurance.

**c. 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. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health and welfare benefits. The City shall contribute up to a maximum of One Thousand Eight Hundred Dollars (\$1800.00) per month for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

In addition, the City agrees to provide dental and vision insurance up to the family level coverage for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

Any and all additional sums, over and above the amounts stated above that are required to purchase the employee selected Health and Welfare benefit, shall be paid by the employee through payroll deduction. Cafeteria Plan Allowance in excess of actual premiums is to be paid to the employee. A City payroll deduction authorization form shall be completed.

For particulars of coverage, see appropriate pamphlets and contracts.

**d. Flexible Spending Accounts**

As soon as administratively possible following ratification of this agreement by Local 39 members and adoption by the City Council, but no later than January 1, 2019, the City will offer a flexible spending account (FSA) program to employees. Employees may elect to contribute pre-tax dollars towards their FSAs for approved uses under such plan(s). FSA contributions shall not exceed IRS allowable limits.

**8.2 Life Insurance and AD & D Coverage**

The City shall provide Life Insurance and Accidental Death and Dismemberment Coverage in the amount of Seventy-five Thousand Dollars (\$75,000) for those employees covered by this MOU.

### **8.3 Disability Coverage**

The City shall provide long-term disability coverage of sixty seven percent (67%) of monthly earnings to a maximum benefit of Six Thousand Dollars (\$6,000) after a sixty (60) day elimination period.

### **8.4 Deferred Compensation**

Employees shall be eligible to participate in the City's voluntary deferred compensation program (457 Plan). The plan shall be administered by a third party at no cost to the City. Notwithstanding the foregoing, for employees who have completed one year of service with the City, the City will match 50 cents for every dollar that the employee contributes towards their 457 Plan account, up to an employee contribution of four percent of the employee's salary. For example, if an employee contributes 4.0% or more of their salary towards their 457 Plan account, they will receive a 2.0% match from the City. City will make payroll deductions and transmit funds to administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the ICMA-RC and CalPERS to provide a 457 program.

### **8.5 Retirement**

- a. The City will provide the following retirement benefits to employees who do not meet the definition of "new member" as set forth in Government Code Section 7522.04(f):

Effective July 1, 2015, Employees will be required to pay seven percent (7%) of the member contribution.

1. 2% @ 55 Retirement Option.
2. One year final compensation.
3. Unused Sick Leave Conversion for Retirement Service Credit – Retiring employees, defined as employees who request retirement payments from PERS within 120 days from separation from service, may convert unused sick leave to service credits to the maximum allowed by CalPERS. This provision to convert sick leave to service credits is at

the option of the employee and, if so selected, is in-lieu of any other options available to convert sick leave to cash upon separation that the Memorandum of Understanding may provide.

- b. Retirement benefits of employees who on or after January 1, 2013 became members of CalPERS or a retirement system that has reciprocity with CalPERS shall conform to the requirements of the California Public Employees' Pension Reform Act of 2013, Gov. Code § 7522 et seq., as may be amended.
- c. The City will provide the following retirement benefits to all employees:
  - 1. 1959 Survivor Benefit – 3rd Level.
  - 2. Military Service Credit (Statutes of 1976) – The employee, at the employee's expense, may purchase Military Service Credits.
  - 3. Pre-retirement Option 2W Death Benefit.

## **SECTION 9**

### **HOLIDAYS**

#### **9.1 Holidays**

All full-time Bargaining Unit employees shall be entitled to the following eight (8) hour holidays with pay:

- New Year's Day
- One day prior to or following New Year's Day
- Martin Luther King Jr. Day
- President's Day (Washington's Birthday)
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

Christmas Day  
 One day prior to or following Christmas Day  
 Floating Holiday - 8 hours of vacation added July 1<sup>st</sup>

Part-time employees shall receive holiday pay equivalent to their regularly scheduled hours on the day on which the holiday is observed (for example, if an employee is regularly scheduled to work six (6) hours on Mondays, they would receive six hours of holiday pay for any holidays that are observed on a Monday).

When a day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When a day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

Employees whose regularly scheduled days off fall on any City observed holiday shall be entitled to equivalent time off or pay in lieu of equivalent time off.

For Christmas and New Year's Holidays, the following schedule shall be used to determine the actual days off:

<u>Actual Holiday</u>	<u>Holiday Observed</u>	<u>Day Before or After Observed</u>
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

## SECTION 10

### LEAVES

#### 10.1 Vacation Leave

##### a. Accrual

All full-time Bargaining Unit employees are entitled to paid vacation time off which shall accrue at the following rate:

0 through 4 years	8	hours per month
5 through 10 years	10	hours per month
11 through 15 years	12	hours per month
16 through 20 years	14	hours per month
21+ years	15.3334	hours per month

The accrual rate for part-time employees shall be pro-rated based on their FTE.

##### b. Accumulation

Employees may accumulate up to, but not more than, two (2) years vacation credit at the current accrual level. When an employee reaches seventy-five percent (75%) of the two (2) year limit, he/she shall be required to schedule vacation time off. If such vacation leave is denied by the City, the employee shall be paid for vacation time earned in excess of the limit.

No vacation credit shall accrue prior to the completion of six (6) months of service. At the conclusion of six (6) months service the employee shall be credited with six (6) workdays or forty-eight (48) hours of vacation credit.

##### c. Scheduling

Vacation time off may only be taken with the approval of the employee's immediate supervisor.

## **10.2 Sick Leave**

All regular full-time Bargaining Unit employees shall accrue eight (8) hours of sick leave with pay for each month of service. The accrual rate for part-time employees shall be pro-rated based on their FTE.

Sick Leave may be applied to:

- a. Absence necessitated by employee's personal illness.
- b. Medical and dental appointments.

All conditions and restrictions that govern employee use of sick leave shall also apply to the use by an employee to attend to an illness of his/her child, mother, father, mother-in-law, father-in-law, spouse, domestic partner, domestic partner's mother, father or child; and any dependent living in the same household of the employee.

Sick Leave Incentive: Employees shall be credited with two (2) days vacation leave, contingent upon non-usage of accumulated sick leave (i.e. employee authorized one additional vacation day per six (6) months provided sick leave usage does not exceed two (2) days for that same time period.)

## **10.3 Industrial Accident Leave**

An employee who has suffered an illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California and is receiving temporary disability indemnity payments shall be entitled to industrial accident leave while so disabled without loss of compensation for a period not to exceed seventy-five (75) calendar days.

During the period the employee is paid by the City, the employee shall endorse to the City any temporary disability indemnity benefit payments received as a result of Workers' Compensation insurance coverage. The City will withhold payment of all compensation and benefits provided by this section until it is determined whether the illness or injury is accepted. If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond seventy-five (75) calendar days as described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time accruals with the Workers' Compensation payments, provided that the sum of all Workers'

Compensation Temporary Disability Indemnity benefits and paid leave do not exceed the employee's regular rate of pay for said period.

Once sick leave is exhausted, the employee may request an unpaid leave of absence. Such request must be in writing and must include a doctor's estimated date of return of full duty.

#### **10.4 Bereavement Leave**

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in his/her immediate family (immediate family includes and is limited to parents, grandparents, children, grandchildren, and siblings of the employee, and/or spouse/registered domestic partner of the employee) shall be three (3) working days. Bereavement leave with pay granted to an employee for all deaths in his/her immediate family shall not exceed five (5) working days during any twelve (12) month period except when allowed by approval of the City Manager or special action of the City Council for good cause shown, except that an additional day will be granted in each case where the death takes place outside the State of California.

#### **10.5 Family and Medical Leave**

The City will comply with applicable laws regarding family and medical leave. All leaves will run concurrently with any other statutory leaves, federal and state.

#### **10.6 Jury Duty**

A regular employee summoned for attendance to any court for jury duty will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) working days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay and overtime calculation purposes.

### **10.7 Military Leave**

The City shall grant military leave in accordance with the California Military Family and Medical Leave Act and Veterans Code.

### **10.8 Court Leave**

Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, before any court, arbitrator, or tribunal, shall receive their regular salary during the time of their service as a witness under subpoena, less any and all witness fees which the employee may receive. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. Upon service of subpoena, an employee shall immediately advise their supervisor thereof, and of the time when the employee is required to appear in Court in response thereto. Notwithstanding the foregoing, participation in grievance or discipline arbitrations under Sections 11 and 15 shall not be subject to this provision.

**SECTION 11**  
**GRIEVANCE PROCEDURE**

**11.1 Purpose**

It shall be the purpose of this procedure to resolve employee grievances in a fair and equitable manner within a reasonable period of time at the lowest level of administrative review possible.

**11.2 Definition**

A grievance shall mean any dispute which may arise concerning the interpretation, application, or violation of the express terms of the Memorandum of Understanding, any written rules, regulations and/or policies, City Council resolutions and/or ordinances now in effect or as may from time to time be adopted which affect the wages, hours or other conditions of employment of Bargaining Unit employees.

**11.3 Standing**

Any Bargaining Unit member, group of members, or the Union itself shall have standing to initiate grievances under the procedure.

**11.4 Time Limits**

The time limits specified herein shall be strictly observed and may be waived only by mutual agreement of the parties.

**11.5 Procedure**

An employee must first informally discuss the grievance with his/her immediate supervisor who shall respond to the employee's concern(s) within ten (10) working days of such discussion.

All written grievances must be filed at Step I except by mutual agreement of the City and the Union.

### **STEP I**

If the grievance is not resolved by the immediate supervisor, the aggrieved employee may, within ten (10) working days of the supervisor's response, submit the grievance in writing to the Department Head. The written grievance shall contain a clear statement of the grievance and the remedy requested.

The Department Head shall respond in writing within ten (10) working days of the receipt of grievance.

### **STEP II**

If the grievance remains unresolved the aggrieved may, within ten (10) working days of the receipt of the Department Head's response, submit the grievance to the Personnel Officer for review and decision.

The Personnel Officer shall within ten (10) working days of receipt of written grievance respond in writing to the grieving party. The response shall include the reason for the decision.

### **STEP III**

Grievances concerning the interpretation, application or violation of this Memorandum of Understanding, which remain unresolved by the Personnel Officer's decision, may be submitted by the Union to arbitration for a decision which shall be binding on the parties. Such referral shall be made in writing to the Personnel Officer within ten (10) working days of receipt of the Personnel Officer's decision by the Union. The arbitrator's decision on non-Memorandum of Understanding grievances shall be an advisory recommendation to the City Council for final determination.

The binding arbitration procedure shall be as follows:

- A. The arbitrator shall be selected from a list provided by the State of California Mediation and Conciliation Service.
- B. Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:
  1. A requirement that the arbitrator selected renders a decision within sixty (60) calendar days of the conclusion of the hearing.
  2. No court reporter unless mutually agreed to by all parties.

3. No post hearing briefs unless mutually agreed to by all parties.
- C. The fees and expenses of the arbitrator and the court reporter, if mutually agreed to, shall be shared equally by both parties.

Notwithstanding the above, the cost of witnesses, court reporters and/or transcripts shall be the sole responsibilities of the party requesting same.

## **SECTION 12**

### **EQUIPMENT PROVIDED**

#### **12.1 Tools**

The City agrees to provide all tools, equipment and supplies reasonably necessary to Bargaining Unit employees for the performance of employment duties.

All equipment is owned by the City and it must be returned upon separation from employment.

## **SECTION 13**

### **NO DISCRIMINATION**

#### **13.1 No Discrimination**

The City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. The City and Union agree that there shall be no discrimination against any employee because of race, color, religious creed, sex, marital status, age, national origin, ancestry, physical or mental impairment, or veteran status or other protected categories as provided by State or Federal law.

## **SECTION 14**

### **SAFETY**

#### **14.1 Safe Employment**

The City will endeavor throughout the term of this Memorandum of Understanding to provide and maintain a safe and healthful place of employment for all Bargaining Unit members.

## **14.2 Lunch and Restroom Facilities**

The City agrees to endeavor to provide clean and sanitary lunch and restroom facilities for Bargaining Unit employees.

## **14.3 Safety Committee**

The City agrees to appoint a Safety Committee composed of one (1) representative of City Management, who shall serve as Chair, and one (1) representative designated by the Union.

- a. The Committee shall investigate and make recommendations to the City Manager for correcting unsafe conditions and/or employment practices.
- b. Within a reasonable amount of time following receipt of Committee recommendations, the City Manager shall implement same or shall provide the Committee with a written response. The response shall provide the reason for the decision.
- c. Committee members shall suffer no loss of pay or benefits for reasonable time spent on Committee functions.

# **SECTION 15**

## **DISCIPLINARY ACTIONS**

### **15.1 Definition**

For the purposes of this Section, disciplinary action is deemed to be discharge, transfer, demotion or suspension.

### **15.2 Disciplinary Procedure**

Discipline shall be imposed on employees of the Bargaining Unit only for just cause.

An employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by his/her supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. The

supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

Some employee behavior, including but not limited to acts of a violent or criminal nature may be grounds for immediate discipline and shall not require the written warning described above.

When the City seeks the imposition of any disciplinary punishment, notice of such action shall be made in writing and served in person or by Registered mail upon the employee, with a copy to the Union. The notice shall include:

- a. The specific charge(s) against the employee, which shall include times, dates, and location of chargeable actions or omission;
- b. The penalty proposed;
- c. A statement of the employee's right to respond, either orally or in writing, and the date of the response meeting, which shall be at least ten (10) days from the notice;
- d. Notice that if the employee does not submit a written request to the Personnel Officer within ten (10) days, he/she shall have waived the right to appeal the action.

The notice referred to in Section 15.2 shall be accompanied by copies of all materials upon which charges are based.

If the employee fails to request the opportunity to respond, the City may proceed to order the action.

If the employee requests the opportunity to respond, the response meeting shall be held as specified in the notice unless changed by mutual agreement in writing.

The response meeting shall not constitute a formal hearing, and there shall be no right to call witnesses.

An employee may be represented by a representative of his/her choice.

The appointing authority shall issue an order taking or determining not to take action at the conclusion of the meeting. The decision shall be put in writing and served upon the employee and the Union within five (5) days following the meeting.

An employee may file an appeal from the appointing authority's action within ten (10) days of receipt of said decision.

The Personnel Officer shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of the advisory arbitrator and the convenience of the employee and the witnesses.

Advisory Arbitrator: The advisory arbitrator shall be selected from a list provided by the State of California Mediation and Conciliation Service or similar, mutually agreed upon agency.

Expedited Arbitration: Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:

- a. A requirement that the arbitrator selected renders a decision within sixty (60) calendar days of the conclusion of the hearing.
- b. No court reporter unless mutually agreed to by all parties.
- c. No post hearing briefs unless mutually agreed to by all parties.

Costs: The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by both parties.

Decision: The decision of the arbitrator shall be advisory only. The arbitrator's recommendations shall be subject to review by the City Manager in their sole discretion. The decision of the City Manager to approve or reject the arbitrator's recommendations shall be final and constitutes the final step within the City's administrative process.

## **SECTION 16**

### **PERSONNEL RULES**

#### **16.1 Personnel Rules**

Notwithstanding this MOU, the parties agree that the City may implement new personnel rules and policies, and/or an employee-relations resolution, during the term of this MOU. Such rules and policies may only be implemented after meet and confer as appropriate under the Meyers-Milias-Brown Act. The parties agree that the agreed upon language with respect to new employee orientations, attached hereto as Exhibit B, will be included as part of the City's personnel rules and policies as soon as administratively possible.

## **SECTION 17**

### **CONTRACTING OUT**

#### **17.1 Contracting Out**

Whenever the City intends to contract out work, which is normally performed by members of this Bargaining Unit, the City shall provide notice and meet and confer on impact issues if requested by the Union.

## **SECTION 18**

### **UNION SECURITY**

#### **18.1 Union Security**

Any employee who, on the effective date of this Memorandum of Understanding, has Union dues deduction authorization on file with the Union or who may during the term of this Memorandum of Understanding authorize the deduction of Union Dues shall remain on payroll deduction of Union Dues for the term of this Memorandum of Understanding.

## **SECTION 19**

## UNION RIGHTS

### **19.1 Work Access**

Authorized Union Representatives will be given access to work locations during working hours to investigate or process grievances or to post bulletins.

### **19.2 Bulletin Board**

The City will furnish reasonable bulletin board spaces for posting Union Notices.

### **19.3 Meeting Space**

The City shall provide meeting space for Union meetings, outside of working hours, providing such space is available and that the Union complies with City rules and policies for the use of such space.

### **19.4 Shop Stewards**

The Union shall have the right to designate shop stewards from among members of the Bargaining Unit. Stewards shall be granted a reasonable amount of release time to process grievances for Union members.

### **19.5 Dues Check-off**

The City agrees to deduct all Union dues, insurance premiums and assessments from the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to the Union or its designee, along with an alphabetical list of the employees from whom deducted.

The Union agrees to indemnify the City and hold it harmless against any and all suits, demands and liabilities which may arise out of or by reason of the application of or implementation of the provisions of this Article.

### **19.6 Release Time**

Release time shall be allowed for bargaining preparation, bargaining, and grievance preparation and grievance hearings subject to advanced notice of time, purpose and persons to be released. Management will grant release subject to operational needs.

## **SECTION 20**

### **TERMS AND CONDITIONS**

#### **20.1 Prevailing Rights**

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

It is understood and agreed by the parties that this Memorandum of Understanding supersedes all previous agreements between the parties, and that upon ratification by the Half Moon Bay City Council it shall be binding and enforceable to the full extent permitted by law.

#### **20.2 Separability**

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. Upon such invalidation the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal.

#### **20.3 Implementation**

The City Council shall amend its written policies and take such other action(s) as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding.

## **20.4 Contract Term**

Except as may otherwise be provided, this Memorandum of Understanding shall become effective on July 1, 2018, and shall remain in effect to and including June 30, 2021.

## **20.5 City Rights**

The City retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the processes, procedures, means and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing processes, procedures, equipment or facilities.

## **SECTION 21**

### **LAYOFF NOTIFICATION AND SEVERENCE**

#### **21.1 Layoff Notification & Severance**

The appointing authority may lay off employees or demote employees in lieu of layoff subject to the following conditions:

- (a) Whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity for the position or an employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay off, demote or transfer an employee holding such position or employment without filing written charges and without the right to appeal.
- (b) Seniority shall be observed in effecting such reduction in personnel, and the order of layoff shall be in the reverse order of total cumulative time served in the City's service upon the effective date of the layoff. Layoff shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee.
- (c) Whenever seniority is equal, the seniority of the employee shall be determined first by examining total cumulative service within the

affected classification and, if not determinative, then by position on the employment list.

- (d) Length of cumulative service is interpreted to be total time spent in the employ of the City, including all days of attendance at work, approved leaves of absence whether earned or specially authorized, and time served on military leave of absence but shall not include unauthorized absences, time spent between employment with the City, suspensions, layoffs or any other time when the employee was not actively engaged at work.
- (e) This subsection (e) will not apply to employees laid off in 2011 as a result of the City outsourcing law enforcement services to the County.

The City shall notify those employees to be laid off ten (10) calendar days prior to the effective date of any such layoff.

In the event an employee is laid off for reasons not related to contracting out for services, employees to be laid off shall receive a minimum of 120 hours of base pay upon separation from employment.

In the event an employee is laid off as a direct result of the City outsourcing services, and the employee is not offered alternate employment at the City or the entity to which services are outsourced, the City will pay the employee six (6) months of severance pay at the employee's final City base pay rate upon separation in consideration for the employee's release of any and all claims. A layoff will be considered directly resulting from City outsourcing if an employee is laid off from a job classification whose primary job duties have been contracted out within the previous nine (9) months of the layoff.

An employee who:

- (i) declines to apply for alternate employment with the entity with whom the City contracts for services,
- (ii) declines an offer of employment with a salary of at least eighty-five percent (85%) of the employee's City base salary from the entity with whom the City contracts, or
- (iii) retires within 120 days of separation  
will not be eligible for severance pay.

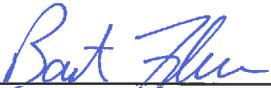
Employees laid off from higher-ranking classifications shall have the option, if qualified, to displace employees who have less seniority in their same classifications or lower rated job classifications in the same job series. In addition, such employees shall have the option, if qualified, to demote to vacancies in equal or lower rated job classifications outside the job series.

- (f) If an employee is demoted in lieu of layoff, the appointing authority shall assign the employee to the pay rate in the pay range for the new classification that least reduces the employee's prevailing pay rate immediately prior to the demotion.
- (g) The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Such list shall be used when a vacancy arises in the same or lower class of position.
- (h) Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that persons appointed to regular positions of the same level as that from which they were laid off, shall, upon such appointment, be removed from the list. Persons who refuse reemployment shall be removed from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the twelve (12) month period.

**AUTHORIZED SIGNATURES**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
STATIONARY LOCAL 39

CITY OF HALF MOON BAY

By   
Bart Florence  
Business Manager

By   
David Boesch Interim City Manager

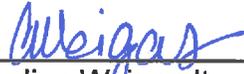
By   
Stahly Robert Aldrich  
President

Date 10/3/2018

By   
Steve Crouch  
Director of Public Employees

By   
Charlie Solt  
Business Representative

By   
Kevin Frink  
Maintenance Worker

By   
Caroline Weigandt  
Administrative Assistant

Date 10-10-2018

**EXHIBIT A**

**Salary Schedule**

**Effective July 1, 2018 through June 30, 2019**

Position	Class	Change	Steps				
			A	B	C	D	E
Monthly Salary Ranges (e)							
Deputy City Clerk	39-160	4%	6,443	6,765	7,103	7,458	7,830
Administrative Analyst*	39-158	4%	6,033	6,334	6,650	6,982	7,331
Permit Technician	39-250	4%	5,642	5,924	6,220	6,530	6,856
Administrative Assistant	39-155	4%	5,391	5,660	5,942	6,239	6,550
Senior Accounting Technician*	39-150	4%	5,202	5,462	5,735	6,021	6,322
Maintenance Worker II	39-275	4%	5,114	5,369	5,637	5,918	6,213
Maintenance Worker I	39-255	4%	4,534	4,760	4,997	5,246	5,508
Accounting Technician	39-145	4%	4,643	4,875	5,118	5,373	5,641
Office Assistant II	39-135	4%	4,299	4,513	4,738	4,974	5,222
Office Assistant I	39-130	4%	3,766	3,954	4,151	4,358	4,575
Recreation Leader III	39-165	4%	2,771	2,909	3,054	3,206	3,366
Recreation Leader II	39-140	4%	2,499	2,623	2,754	2,891	3,035
Recreation Leader I	39-115	4%	2,209	2,319	2,434	2,555	2,682

**Effective July 1, 2019 through June 30, 2020**

Position	Class	Change	Steps				
			A	B	C	D	E
Monthly Salary Ranges (e)							
Deputy City Clerk	39-160	2.5%	6,604	6,934	7,280	7,644	8,026
Administrative Analyst*	39-158	2.5%	6,185	6,494	6,818	7,158	7,515
Permit Technician	39-250	2.5%	5,784	6,073	6,376	6,694	7,028
Administrative Assistant	39-155	2.5%	5,525	5,801	6,091	6,395	6,714
Senior Accounting Technician*	39-150	2.5%	5,334	5,600	5,880	6,173	6,481
Maintenance Worker II	39-275	2.5%	5,241	5,503	5,778	6,066	6,369
Maintenance Worker I	39-255	2.5%	4,647	4,879	5,122	5,378	5,646
Accounting Technician	39-145	2.5%	4,760	4,997	5,246	5,508	5,783
Office Assistant II	39-135	2.5%	4,406	4,626	4,857	5,099	5,353
Office Assistant I	39-130	2.5%	3,860	4,053	4,255	4,467	4,690
Recreation Leader III	39-165	2.5%	2,840	2,982	3,131	3,287	3,451
Recreation Leader II	39-140	2.5%	2,560	2,688	2,822	2,963	3,111
Recreation Leader I	39-115	2.5%	2,265	2,378	2,496	2,620	2,750

**Effective July 1, 2020 through June 30, 2021**

Position	Class	Change	Steps				
			A	B	C	D	E
Monthly Salary Ranges (e)							
Deputy City Clerk	39-160	2.5%	6,770	7,108	7,463	7,836	8,227
Administrative Analyst*	39-158	2.5%	6,340	6,656	6,988	7,337	7,703
Permit Technician	39-250	2.5%	5,928	6,224	6,535	6,861	7,204
Administrative Assistant	39-155	2.5%	5,663	5,946	6,243	6,555	6,882
Senior Accounting Technician*	39-150	2.5%	5,467	5,740	6,027	6,328	6,644
Maintenance Worker II	39-275	2.5%	5,373	5,641	5,923	6,219	6,529
Maintenance Worker I	39-255	2.5%	4,763	5,001	5,251	5,513	5,788
Accounting Technician	39-145	2.5%	4,879	5,122	5,378	5,646	5,928
Office Assistant II	39-135	2.5%	4,516	4,741	4,978	5,226	5,487
Office Assistant I	39-130	2.5%	3,958	4,155	4,362	4,580	4,808
Recreation Leader III	39-165	2.5%	2,913	3,058	3,210	3,370	3,538
Recreation Leader II	39-140	2.5%	2,626	2,757	2,894	3,038	3,189
Recreation Leader I	39-115	2.5%	2,321	2,437	2,558	2,685	2,819

## EXHIBIT B

### 1. Orientation

- a. The City will provide ten (10) calendar days advanced notice to the appropriate bargaining representative of the time, date, and location of the orientation of any new, represented employee.
- b. The applicable bargaining representative will be given 30- minutes at the beginning of the orientation meeting for no more than one (1) representative to meet in a room designated by the City to present union or association membership information.
- c. The City will provide 30 minutes of Release Time to the representative presenting the membership information during the scheduled orientation. The applicable union or association shall provide the representative's immediate supervisor with the representative's name at least five (5) days prior to the orientation. The representative shall be released for this purpose unless unusual operation needs interfere with such release in which case the representative's immediate supervisor will provide a written explanation of why release could not be approved. If the representative is not released due to department operational needs, the representative may arrange an alternative date and time to meet with the newly hired employee within the first four (4) weeks of employment, subject to the 30- minutes orientation and Release Time requirements as stipulated above.
- d. In the event the union or association, as applicable, does not want to be present at the orientation but rather provide something in a written format, the representative will be responsible for delivering this written information to the new employee.

### 2. Information Provided to Association

a. On a quarterly basis (March, June, September, and December), the City will provide to the exclusive bargaining representative a digital file via email to an email address designated by the union or association as applicable. The City will provide the following information with respect to employees represented by a particular exclusive bargaining representative, to the extent the City has it on file:

- Name.
- Job Title.
- Department.
- Work Location.
- Home telephone number.
- Home address.
- Personal cellular telephone number.
- Work telephone number.
- Personal email addresses on file with the City.

The City's existing employee database does not maintain personal cell phone numbers, personal cell phone numbers or personal email addresses. Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (below), with copy sent to applicable exclusive bargaining representative, to direct the City to withhold disclosure of the employee's home address, home telephone number, personal cellular telephone number, and personal email address.

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**EMPLOYEE WAIVER OF PERSONAL  
INFORMATION RELEASE**

I, \_\_\_\_\_ understand that California Government Code Sections 3555-3559 requires the City of Half Moon Bay ("City") to release certain contact information to the employee bargaining unit exclusive representative in furtherance of communication between employees and their exclusive bargaining representative.

I hereby direct the City to NOT release my confidential and personal information (home address, personal home telephone number, personal cellular telephone number, personal email address) to the exclusive bargaining representative at this time.

I may authorize release of this confidential and personal information at a future date of my own accord, and at that time will so direct the City in writing that it may release that information to the exclusive bargaining representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date