

Union → City  
1.15.2020

Operating Engineers, Local 3  
Package Proposal  
POPRA Negotiations  
January 15, 2020  
**Wages & Steps**

1. Fiscal Year 2019-2020. In acknowledgement of the current recruitment and retention issues of classifications assigned to OE3 (Park Ranger and Senior Park Ranger), effective January 1, 2020, all salary ranges for employees holding positions in classifications assigned to the OE3 (Park Ranger and Senior Park Ranger) shall receive an approximate 6% salary increase.
2. All Park Rangers will be changed from 9 steps to 7 steps to maximum salary.
3. All Senior Park Rangers will be changed from 9 steps to 5 steps to maximum salary.
4. Fiscal Year 2020-2021. Effective July 1, 2020, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 6% salary increase.
5. Fiscal Year 2021-2022. Effective July 1, 2021, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 6% salary increase.
6. Fiscal Year 2022-2023. Effective July 1, 2022, all salary ranges for employees holding positions in classifications assigned to OE3 shall receive an approximate 4% salary increase.

Term – January 1, 2020 – June 30, 2023 – (as proposed by the Union on 12/4/19, but the language must also contain the following, “It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Union receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

Witness Leave (As proposed 1/15/2020)

Hours of Work & Overtime (As proposed 1/15/2020)

Uniform Allowance (As proposed by the City 12/4/19)

Post Basic Academy (As proposed by the union 1/15/2020)

All T/A's approved as of January 8, 2020

Reopener – City Healthcare Program

*This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the union reserves the right to modify, amend and/or add proposals.*

OE3- POPRA Negotiations  
Proposal #35 Witness Leave

X. Witness Leave.

X. 1 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, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the time of service as a witness under subpoena, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.

XX.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with their employment, shall be credited with overtime for the time spent in court, or for two hours, whichever is greater, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.

XX.3 Each employee of the City who is asked to be on standby status while on off-duty status to testify in any court, under subpoena, on any subject connected to their employment, shall be credited with 1 hour overtime for the shift. If the employee is called to testify in court the employee shall be credited for the time spent in court or for two hours, whichever is greater, less any and all witness fees which may be received by the employee.

XX.4 Upon service of subpoena, an employee shall immediately advise their Department Director or designee of the time when the employee is required to appear in Court.

ARTICLE XX HOURS OF WORK AND OVERTIME

OE3 Counter

January 15, 2020

X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.

X.2 The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, inclusive of a lunch period for employees working this schedule.

X.2.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.

X.2.2 When an employee's work schedule is changed involuntarily, the employee will be given fourteen (14) calendar days advance notice prior to the implementation of the revised schedule except when there are extenuating circumstances as determined by the City. This provision does not apply to any schedule changes that may result as part of the Return-to-Work or accommodation process, or compliance with this agreement. Nothing in this provision shall preclude an employee from agreeing to begin the revised schedule in less than fourteen (14) calendar days.

X.2.3 The department may change the workday or work schedule in a section including the adoption of a five day, eight -hour per day schedule, if it determines such schedule is in the City's best interest.

X.2.4 The Union may discuss with the department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. The Department may adopt such plans on a trial or permanent basis during the life of this contract.

X.3 Employees shall be *given* ~~two (2)~~ three (3) consecutive days off, even though the days off are in different workweeks, except, where due to a change in the employee's work schedule, it is impossible to provide ~~two (2)~~ three (3) consecutive days off.

X.4 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.

X.5 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off, with the exception of holiday leave, shall not be considered time worked for the purpose of calculating eligibility for overtime.

X.5.1 Notwithstanding 6X.6 above, any full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 6.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.

X.6 Except as provided in X.6.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such overtime worked or be credited with compensatory time, subject to Department approval.

X.7 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.

X.8 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, may announce the intent of the Department to pay employees the appropriate rate for accrued compensatory time that is not used as of a date specified by the department. The announcement will specify a date by which time each affected employee must elect to either:

- a) be paid for all accrued, unused compensatory time, OR;
- b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
- c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section X.9.

X.8.1 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.

X.9 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the appropriate rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.

X.10 A 15-minute paid rest period will be provided in each half of the-regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an

employee to take a rest period shall not be a basis for any claim for overtime compensation.

An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled shift of six (6) hours or longer for employees not assigned to a normal work schedule of 4/10. if practical. ~~If no meal break is provided, the supervisor shall either adjust the end of the workday or pay the employee the appropriate rate for the time worked.~~

## Operating Engineers, Local 3

POPRA Negotiations  
Post Basic Academy Proposal  
January 15, 2020

1. Fiscal Year 2019-2020 forward. In acknowledgement of the current recruitment issues of classifications assigned to OE3 (Park Ranger and Senior Park Ranger) and training disparities amongst sworn staff, effective January 1, 2020, all sworn Park Ranger staff will be required to complete a CA Post Basic (888 hours) academy as soon as reasonably possible after their date of hire and must be completed no later than their first anniversary date of employment.
2. The academy location will be based on first available course date and the nearest available location preferably with locations operated by the South Bay Regional Public Safety Consortium (Bailey Road and San Mateo City College locations). If by necessity, another local Post Basic Academy is preferred due to the start date of the academy, that will be an acceptable option. The alternative academy must also meet the current Post Basic Academy hours and standards.
3. All Park Rangers hired on or before 01/01/2019 will be exempt from this requirement.
4. All Park Rangers who completed a FLETC (Federal Law Enforcement Training Certification) academy shall be required to take bridge courses to ensure that the required hours for subject matter categories in a Post Basic certification are met. This will be completed as soon as possible but no later than January 1<sup>st</sup> 2022.

Notes: This will contribute significant cost savings to the City and ensure that Sworn Park Rangers complete training as soon as possible after their hire date.

The CA POST Basic academy standard is the basic standard state wide for Peace Officers. This level of training will produce more effective Rangers and will reduce liability to the City by providing the best available training.