

CITY OF SAN MATEO
AND
SEIU LIBRARY MERIT UNIT



*MEMORANDUM
OF
UNDERSTANDING*

EFFECTIVE:

July 9, 2023 – June 21, 2026

CITY OF SAN MATEO LIBRARY MERIT UNIT

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN MATEO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 521, SEIU LIBRARY MERIT UNIT**

March 8, 2020– March 4, 2023

This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the provisions of Chapter 10, Division 4, Title 1, of the Government Code of the State of California.

Modifications to existing wages, hours and conditions of employment set forth below have been agreed to by the signatories to this Memorandum for implementation, for all workers represented by the Service Employees International Union, Local 521. This Memorandum of Understanding shall remain in full force and effect upon the approval of the City Council of the City of San Mateo and ratification by the members of the Library Merit Unit; and the terms of this agreement shall be binding upon all successors and assigns of each party to this MOU. The parties agree as follows:

1.0 RECOGNITION

The City has recognized the Union as the exclusive bargaining representative for all classifications specifically listed in Exhibit A. For purposes of identification this unit shall be entitled the Library Merit Unit.

Duties covered by the foregoing classifications shall not regularly be assigned to workers not in the SEIU Library Merit Unit except as authorized by contractual agreement with the Library Per Diem Unit.

New workers hired and assigned to classifications covered by the SEIU Library Merit Unit shall be advised by the City that Local 521, Service Employees International Union, is the recognized bargaining representative in said unit. The City agrees to distribute to all new workers in the Library Merit Unit a reasonable amount of materials provided by the Union.

Classifications represented by SEIU Local 521 funded under federal or state employment programs shall be included in the Library Merit Unit.

The Personnel Officer, Municipal Employee Relations Officer, or any person or organization authorized by the City, is the representative in employer-worker relations.

If the City develops a new classification, the Union will be notified of the proposed unit designation.

The City agrees to recognize SEIU Local 521 as the representative of part-time merit workers performing duties of the classifications listed in Exhibit A.

2.0 NO DISCRIMINATION

The City and the Union agree that there shall be no discrimination of any kind because of race, creed, religion, color, national origin, sex, political affiliation, disability, sexual orientation, or union activity against any worker or applicant for employment; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

3.0 UNION SECURITY

3.1 Payroll Deductions and Pay-over

The Union may request that the City make payroll deductions from certain employees by providing the City with a list of those employees from whom deductions should be made. When requesting a deduction, the Union shall certify that it has, and will maintain, an authorization to make the deduction, signed by the individual from whose salary or wages the deduction is to be made. The City shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the public agency for any claims made by the employee for deductions made in reliance on that information.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

3.2 Leaves of Absence without pay for Union work

Leaves of absence without pay to take employment with the Union signatory to this MOU shall be granted for a minimum of two (2) full biweekly pay periods and a maximum of 12 full biweekly pay periods upon thirty (30) days advanced written notice from the Union. Notice shall include the estimated length of time for the leave of absence.

Workers are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that workers on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

No more than one (1) employee shall be granted a leave of absence without pay at a time. In the event the employee is in a business-critical position, a meeting will occur between the Union and the Department Head regarding the feasibility of the release.

Denials will be provided in writing and will include the reason for the denial. Denials may be appealed to the Human Resources Director, whose decision shall be final.

3.3 Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

3.4 Third Party Notification

The City shall immediately notify the Union of any third-party request for contact information about the bargaining unit employees. The City shall promptly provide the Union with a copy of the request.

4.0 UNION RIGHTS

4.1 Meet and Confer

In the event any new practice or subject matter, including job classification modification, arises during the term of this Agreement and an action is proposed by the City, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request.

4.2 Bulletin Boards

The City shall provide Union bulletin boards at all work locations for the posting of official Union bulletins and notices.

4.3 Access to Work Locations

Staff representatives of the Union are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Such staff representatives of the Union shall notify management at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Human Resources Director or an authorized representative.

4.4 Access to Facilities

City buildings and other facilities shall be made available for use by the Union or their representatives in accordance with City administrative procedures governing such use.

4.5 Mail Distribution

SEIU Local 521 may distribute a reasonable amount of information to City workers through intra- and inter-departmental mail without interference or censorship.

4.6 Employee Reports

Pursuant to Government Code section 3558, the City of San Mateo shall provide SEIU Local 521 with the following information regarding all employees in the bargaining unit:

- a. Name
- b. Job title
- c. Department
- d. Home Department Description
- e. Work phone number
- f. Home phone number
- g. Personal cell phone number

- h. Home address
- i. Adjusted Date of Hire

For new employees, including rehires, the City shall provide this information to the Union within thirty (30) days of hire, or by the first pay period of the month following hire.

The City shall provide the same information to the Union for all existing employees every 120 days.

Reports shall be electronic and malleable.

4.7 New Hire Orientation

Each employee covered by this agreement who is hired subsequent to the execution of the agreement shall be granted a thirty (30) minute union orientation meeting with a union representative and/or steward to be held during the Citywide new hire orientation at a designated time, provided that a union representative and/or union steward is available at the time of the scheduled orientation. The orientation shall not be delayed in order to ensure that a union representative and/or steward is available. The union representative shall be notified at least ten (10) days in advance of and allowed access to the premises on the day of the Citywide new hire orientation.

The City representatives shall be absent from the room during any sessions, meetings or trainings conducted by the Union with newly hired employees. The City shall not discourage an employee's participation in the Union's portion of the onboarding process.

5.0 UNION NOTICE

Except in cases of emergency as provided in this Section, the City shall give reasonable written notice to SEIU Local 521 of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation for the Library Merit Unit proposed to be adopted by the City and shall give SEIU Local 521 the opportunity to meet and confer. The parties agree to continue their practice of open, informal communications and notification of issues related to working conditions.

The Union shall be notified in advance of any contemplated changes in classification description for classes assigned to the Library Merit Unit prior to consideration for implementation.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately for the Library Merit Unit, without prior notice or meeting with SEIU Local 521, the City shall provide such notice and opportunity to meet at the earliest practicable time following adoption of such ordinance, rule, resolution or regulation.

6.0 STEWARDS AND REPRESENTATIVES

6.1 Stewards

The Union agrees to notify the Human Resources Director of those individuals designated as Union officers and stewards who represent workers before the City. Alternates may be designated to perform steward functions during the absences or unavailability of the steward.

Upon request, stewards shall be relieved from their assigned work duties by their supervisor when it does not conflict with work assignments to attend meetings arranged with management; to investigate and process grievances initiated by other workers; to attend new worker orientation; and to be trained by observing other steward's processing of a grievance. Grievances which may arise and cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the appropriate Department Head. The Union will promptly provide the Human Resources Director, in writing, up-to-date lists of stewards with the work area which they represent.

6.2 Official Representatives

A maximum of three (3) Union representatives shall be allowed concurrent time off without loss of compensation to meet and confer or meet and consult with City officials on matters within the scope of representation. Additional representatives may be approved by the City for attendance at such meetings where warranted without loss of compensation. The Union shall submit the names of all such worker representatives to the Human Resources Director at least two (2) working days prior to such meetings, and the representatives shall advise their supervisor reasonably in advance prior to leaving their work assignment to attend such meetings.

All steward release time shall be reported as such on time cards.

6.3 Representation

The City recognizes the officers of the Library Merit Unit and committee members appointed by SEIU Local 521 as representing all classifications in the Library Merit Unit. Upon reasonable advance notice, such officers and committee members shall be relieved from their assigned work duties by their supervisors to attend meetings arranged with management, to attend new worker orientation, and, if it does not interfere with established deadlines, to process grievances initiated by other workers in the Library Merit Unit.

7.0 CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its workers; take disciplinary action; relieve its workers from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry

out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

8.0 COMPENSATION

Compensation is intended to be consistent with City-wide compensation objectives as approved by the City Council and commensurate with actual job performance. Job performance will be the sole criteria for determining an individual employee's placement within a salary range.

8.1 Salary Advancement Within Range

Salary advancement within a defined range shall be based on merit and performance as determined by the Department Head. The supervisor's evaluations and recommendations will be used by the Department Head, who will determine the employee's advancement within the range.

Salary advancement within an established range is typically considered at one (1) year intervals and/or at the time of range adjustments resulting from meet and confer. The date of salary review and increase may be advanced or delayed as determined by the Department Head. Salary advancement typically occurs in increments of four and one-half percent (4 ½ %); however, at no time shall an employee advance beyond top of the established range.

Other than the review process outlined in Section 8.2, no appeal shall occur from the decision of the supervisor and/or Department Head whether by discipline procedure, grievance, or otherwise.

8.2 Salary Advancement Review

(This subsection shall not apply to and does not include the Salary Adjustment in Section 9).

The date of a scheduled in-grade salary increase may be delayed based on merit and performance, as determined by the Department Head. Delays of in-grade increases beyond twelve (12) months may be appealed to the Personnel Board.

8.3 Salary Step Upon Status Changes

8.3.1 Appointment

On initial appointment to the Merit System, the entrance salary for any worker shall be at the minimum salary for that class except, when in the opinion of the Personnel Officer circumstances warrant; appointment may be made at a higher step on the recommendation of the Department Head.

8.3.2 Promotion

Upon promotion, the compensation of a worker shall be increased to a step in the new salary range next above the rate of compensation received prior to promotion. The amount of such an increase shall be equal to at least one step in the pay range for the new classification.

8.3.3 Per Diem to Merit

Upon appointment from Per Diem to Merit in the same job classification or classification series, compensation shall be equal to, or more than, the rate of compensation the worker was receiving prior to the appointment not to exceed the top step of the range of the class. For example, a Per Diem Librarian II employee appointed to a merit Librarian I position, compensation shall not exceed the top of the Librarian I class.

8.3.4 Demotion

"Demotion" shall mean the appointment of a worker from one City class to a different City class for which the maximum rate of compensation is lower than the maximum rate of the former class. Said demotion shall be considered voluntary unless it results from the layoff or discipline process.

Reason	Rate
a. Discipline	a. Set by discipline
b. Voluntary demotion or layoff	b. Top of range
c. Failure to complete probation after promotion	c. Return to same relative percentage as held before promotion

8.3.5 Transfer

"Transfer" shall mean a change of positions within the same or comparable class with a salary differential of four and one-half (4 ½ %) percent or less between tops of ranges.

If appointed to a class having a maximum salary equal to that of the immediate former class, a worker shall be entitled to receive the same rate of compensation the worker would have received if the worker had remained in their former class.

8.3.6 Re-Employment

Upon approval of the Personnel Officer, if a former worker is reemployed from the eligible list for their classification held immediately prior to resignation, the worker may be paid at a rate higher than the normal entrance rate but at no more than the step attained in the classification in which permanent status was held at the time of resignation.

8.3.7 Involuntary Demotion

In the event of an involuntary demotion resulting from a reduction in the number of authorized positions, a worker's rate of compensation in the lower class shall be the salary step closest to the base salary received immediately prior to the involuntary demotion.

8.3.8 Request for Transfer

A worker may provide the Human Resources Department with a confidential written request for transfer at any time.

All vacant or newly created positions to be filled shall be posted for seven (7) calendar days to allow sufficient time for a worker to consider requesting a transfer. The seven (7) day posting period may be waived by mutual agreement between the City and SEIU Local 521.

Transfer requests to vacant positions will be considered prior to filling the position from an eligible list.

8.3.9 Reclassification Procedure

During the term of this Agreement, a worker or their representative may request once every twenty-four (24) months, a re-evaluation of their job based on significant changes in job content and classification description. The request must contain justification. Following department head review, the request shall be forwarded, within thirty (30) days, to the Human Resources Director, who shall respond to such request within sixty (60) days. If meetings are held, the worker may request representation. Any changes determined will become effective the first pay period following the decision, or the job will be returned to its previous status. The employee may appeal the Human Resources Director's determination to the Personnel Board, to the extent the Personnel Rules provide.

8.4 Limited Duration Positions

City may hire employees in limited duration positions (non-permanent positions) that will not exceed three (3) years for any of the following reasons: 1) where the position is created for a project(s) or work that is expected to be completed within three (3) years; 2) where the position is funded by grant funds of three (3) or less years in duration; or 3) where the position is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years. Employees shall be informed of the duration of the position at the time of employment. At the end of the position's duration, employment shall terminate and the employee shall not have layoff rights, bumping rights, severance payments or reemployment rights. This provision shall supersede Personnel Rule Section 1 (14) and (24). Should an employee who was originally hired to fill a limited duration position be later appointed to a permanent merit position, their hire date will be that date that service began in the limited duration position. Limited duration employees shall not be eligible for transfer to a lateral permanent position without also considering all other eligible candidates on an existing employment list. If there is no existing list one shall be established and the limited duration employee may be considered also with the other eligible candidates.

8.5 Deferred Compensation

Merit system workers are entitled to participate in the Deferred Compensation Plan(s) established by the City of San Mateo. Effective August 26, 2018, the City shall contribute 1% of base salary, biweekly, to employee's deferred compensation accounts. Effective June 27, 2021, the City's contribution shall increase to 1.5% of base salary.

Effective June 26, 2022, the City shall match up to an additional 0.5% of base salary of an employee's contribution into their deferred compensation Plan.

9.0 SALARY ADJUSTMENT

Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of "Proficient" or better will receive increases in base salary.

9.1 Compensation Increases During the Term of this Agreement

The Unit will receive the following across the board increases during the term of this agreement:

Effective July 9, 2023, employees will receive a four percent (4.0%) across the board increase. The effective date of this increase is in recognition of the pause in the negotiation process due to the City's change of City Manager. The union acknowledges this is an extraordinary circumstance and not a departure from the City's long-standing practice of adopting MOUs with salary effective dates the pay period following adoption or later.

To aid in recruitment and retention, the Librarian I/II series shall receive an additional two percent (2%) increase effective July 9, 2023.

Effective June 23, 2024, employees will receive a three percent (3%) across the board increase.

Effective June 22, 2025, employees will receive a three percent (3%) across the board increase.

9.2 Market Placement and Compensation Survey

The City agrees to provide survey data prior to the commencement of negotiations for a successor Memorandum. Data to be provided shall include: top step salary, EPMC and deferred compensation; PERS and Social Security (City share); health, dental and vision benefits; life insurance and LTD.

The City seeks to set top-step base salaries equal to the median of comparable cities with populations from 50,000 to 150,000 in San Mateo, Santa Clara and Alameda counties. The comparable cities will be surveyed and the data will be used to provide a competitive package. The data will be compiled no later than two (2) months prior to the expiration of this Memorandum of Understanding. The market median for benchmark classifications is determined by a survey of comparable benchmark classifications using those cities used to set compensation adjustments for the Unit.

Base salary adjustments are subject to negotiations for a successor Memorandum of Understanding.

9.3 Mid-Term Pay Raises

When the City has the financial ability, mid-term pay raises of up to two and one-half percent (2½%) may be granted to the bargaining unit. In the event the Council approves mid-term pay raises, they will consider, among other factors, the employment market, recruitment and retention history, as well as the City's financial health.

9.4 New Hire Compensation

This Section is not intended to exclude newly hired/promoted/appointed workers who have not received an annual performance evaluation. As outlined below, these individuals will receive a salary increase if they have an overall effective or better performance evaluation on their most recent evaluation, received no disciplinary action, and/or the worker is not currently on a Performance Improvement Plan (PIP).

9.5 Performance Based Compensation Increases

If one or more of the following has occurred within the twelve (12) months preceding the scheduled base salary increase, the Department Head will determine the amount of increase, if any:

- The employee has received an overall performance rating of less than “Proficient” and a meeting has occurred prior to the performance rating that informed the employee of the performance difficulties.
- The employee has been placed on a performance improvement plan.
- The employee has received a disciplinary action, as defined in the Memorandum of Understanding.

9.6 Notice to Employee of Denial

At any such time the employee is denied a compensation increase based on one or more of the above criteria (section 9.5), the employee will be notified in writing of the improvements/performance required, the timeframe for the needed improvements and the expected date to have the compensation increase implemented in part or in whole. This section does not prohibit the employee from receiving the increase earlier should the employee's improved performance warrant it. An employee placed on a PIP shall receive the missed compensation increase upon the successful completion of the PIP.

9.7 Performance Evaluations

Personnel evaluations will be given to workers annually as scheduled by management. Personnel evaluations are not subject to appeal. In the absence of an annual performance evaluation, the employee's performance is presumed to be “Proficient” unless overcome by contrary evidence.

In the event of disagreement over content, the worker may request a review meeting on the evaluation with the Department Head. For purposes of this review, the worker may be represented by the Union. Decisions resulting from the review meeting shall be made in writing within ten (10) working days following the review meeting.

9.8 Compensation Review

During the term of this Agreement, the Union may request that a non-benchmark classification be reviewed for job content and internal relationships or for appropriate market-based salary. Any review will be based on significant changes in job requirements or job duties. The City agrees to provide the Union with the results of the review prior to making any recommendations to City Council.

10.0 PROBATIONARY PERIOD

The probationary period shall relate to the length of time it requires for a worker to become proficient in the particular position and for the appointing authority to adequately judge the proficiency of the worker. Recognizing that individuals and positions vary, the standard probationary period for all positions shall be twelve (12) months but may be lengthened by up to six (6) months by mutual agreement between the worker and the Department Head or shortened by six (6) months depending on the proven proficiency of the probationer and with the concurrence of the Personnel Officer. Disciplinary appeal procedures do not apply

to probationary workers; provided, however, that if a permanent worker is promoted and does not complete the promotional probationary period, then appeal procedures shall apply if the worker is unable to retreat to a vacant position in the same or comparable class held prior to promotion.

11.0 DIFFERENTIALS and PREMIUM PAY

11.1 Bilingual Differential

Based upon the City's need, the bilingual proficiency of the worker and recommendation of the Department Head, the Human Resources Director may approve bilingual premium pay to a worker at the rate of ninety dollars (\$90.00) per pay period. If a bilingual qualified employee works less than full-time, the bi-weekly differential will be pro-rated. If a worker is off work for an extended leave (over 30 days), the worker will not receive the bilingual differential for the remainder of the leave. In addition to English speaking skills, an individual must possess Chinese, Japanese, Spanish or other speaking skills as deemed appropriate by the Department Head.

In order to ensure that workers retain bilingual proficiency, periodic requalification shall be required and shall be administered by the Human Resources Department.

11.2 Work Out of Class

If a worker performs a significant portion but not all of the duties of a higher paid classification, the worker may, upon Department Head approval, qualify for a differential in pay to be determined by duties assigned for this work out of class.

11.3 Temporary Upgrade Pay

In the event a Department Head determines that when it is necessary to assign a worker to perform all of the duties of a higher paid classification the worker shall, receive the rate of pay of the higher classification. Such rate of pay shall be that rate the worker is entitled to in the event of a promotion, except that if circumstances warrant, in the opinion of the City Manager, he or she may authorize a higher step in the established salary range of the higher paid classification. If an acting assignment is in a different bargaining unit, the employee will retain the benefits of their actual position.

Bargaining Unit employees accepting an acting pay position which is exempt from overtime will not be eligible for overtime pay. The individual will however retain all other rights in accordance with the MOU of the labor unit representing their regular classification.

Temporary upgrade assignments shall be no longer than six (6) months in duration, unless an extension is approved by the City Manager. Extensions beyond the initial six (6) month period can only be granted by the City Manager.

In the event a worker occupies a position in a higher merit system classification for a period of thirty (30) or more calendar days, there will be a presumption that such worker is performing all of the duties of the higher classification.

In the event the City Manager appoints a worker to a Department Head temporary upgrade assignment, such worker shall be paid a salary which is the average of the established salary for the Department Head and the worker's current salary, plus any differentials, effective thirty-one (31) calendar days following the absence of the Department Head or later as determined by the City Manager.

11.4 Overtime

11.4.1 Exempt Employees

Executive, administrative and professional workers are exempt from the provisions of this overtime policy. Federal standards concerning exemptions from federal wage and hour laws shall be used as a guide on determining such exemptions. Exempt and non-exempt positions shall be established by the City in accordance with the definition and regulations of the Fair Labor Standards Act.

Except where prohibited by the Fair Labor Standards Act, the Department Head may authorize payment on a straight time basis to workers who are required to work extensive periods beyond their normal work schedule because of emergency conditions, short term requirements of the job, or to meet established deadlines. Said authorization can only be made if the department budget provides adequate funding.

The following classifications are EXEMPT from paid overtime provisions:

Librarian I

Librarian II

Fair Labor Standards Act exempt workers not eligible for overtime payment will accrue compensatory time off at the rate of one (1) hour for each overtime hour worked, to a maximum of eighty (80) hours.

Workers exempt from paid overtime may be paid up to a maximum of forty (40) hours of payment each fiscal year. Payment shall be at the worker's normal rate of pay and may be made as earned by the worker. Such overtime would not include time spent on trips and conferences, reading professional journals, attending schools, classes, professional meetings, or attending City or quasi-public groups unless attendance in an official capacity on behalf of the City is required.

11.4.2 FLSA Audit

The parties agree that during the term of this MOU the City may review existing classifications relative to their exemption from overtime. If any changes are deemed appropriate, the parties will meet and confer as to any impacts associated with those desired changes.

11.4.3 Definitions

a. Regular Overtime

Regular overtime is authorized time worked, except emergency overtime, by a worker in excess of forty (40) hours in a week.

b. Workday Adjustment

For worker convenience and with their supervisor's approval, minor changes to the work day may be arranged on an hour for hour basis providing hours worked do not exceed forty (40) hours for the work cycle.

c. Emergency Overtime

Emergency Overtime is authorized time worked by a worker when the worker is contacted outside of their regular working hours and is requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

11.4.4 Overtime Rate

Overtime worked shall be paid for at one and one-half (1½) times the worker's established rate of pay with the following exceptions.

a. Work After Midnight

Workers shall be paid at two times (2x) the worker's established straight time rate of pay for those hours worked after midnight in required board and commission meetings.

b. Time Off in Lieu of Overtime

As allowable under the Fair Labor Standards Act, a worker may waive direct payment of overtime and in lieu thereof may accumulate time off at the one and one-half (1 ½) rate to a maximum of forty (40) hours. Such time off shall be taken at the discretion of the Department Head, with due regard for the desires of the worker and the workload of the department.

11.4.5 Overtime Minimum

Overtime shall be of at least six (6) minutes at any one time in order to be compensable, with the following exceptions:

a. Emergency Overtime

Any worker who is called in for emergency overtime of any duration shall be compensated for a minimum of two (2) hours overtime.

b. Return to Work

A worker required to return to work after the completion of his or her normally assigned shift shall receive a minimum of two (2) hours work, or if two (2) hours of work is not provided, a minimum of two (2) hours pay at the overtime rate.

11.4.6 Overtime Authorization

In order to be compensable, a specific advance authorization must be obtained from the City Manager or their authorized representative.

11.4.7 Hours of Work/Definition of Workweek

During the term of this Agreement, normal workdays are seven and one-half (7½) hours per day unless otherwise approved by the Union and an affected worker.

During the term of this Agreement, a work week for full-time merit workers in the Library consists of thirty-seven and one-half (37 ½) hours in consideration of special scheduling needs, with the following exception: For purposes of overtime defined in Section 11.4.3, work weeks are forty (40) hours in length.

11.4.8 Review of Library Schedule

Both parties agree that it may be appropriate to review scheduling at the libraries from time to time. Either party may propose discussions to create alternative schedules for library workers. Any meetings regarding scheduling may include representatives from the Per Diem Unit as well as the Merit Unit.

11.4.9 Change in Work Schedule

A worker will be given no less than ten (10) days advance notice of an intended change in hours of work.

11.4.10 Alternate/Flexible Work Schedule

The City and the Union agree that a worker's ability to flex their work schedule is a privilege and benefit and not a right. Flex time can result in better morale and in reducing commute-related traffic congestion. Workers may propose an alternate work schedule (flexible work hours). With department head and Human Resources Director or their designee's approval, the use of alternative flexible work schedules can be implemented where such schedule can be accommodated without impairing departmental operation or service to the public. Such alternate schedules will not be unreasonably denied by the City.

As part of the regular Sunday rotation, staff may opt to work a minimum of 4.5 hours and up to 7.5 hours on a Sunday. Flex time arrangements will be made within the same work week and must be pre-approved by the supervisor.

Alternate/flexible work schedules shall be implemented without accruing an overtime obligation for the basic work schedule.

A decision not to approve an alternate/flexible work schedule proposal is not grievable.

11.5 Easter Sunday Pay

Although Easter is not an observed holiday, employees who work on Easter Sunday shall be compensated at time-and-one-half. Easter Sunday is part of the Sunday rotation schedule and employees sign-up in seniority order; the sign-up process will be initiated at least six weeks in advance.

12.0 EDUCATION AND TRAINING REIMBURSEMENT

Workers shall be entitled to reimbursement for tuition, books, and fees for educational courses relating directly to existing job duties or reasonable promotional opportunities. Approval of the course and any release time shall be obtained in advance from the Department Head. Professional and technical workers attending approved meetings, conventions or workshops of their professional or technical organizations shall be reimbursed for reasonable expenses, including travel, and the City shall pay the dues for those organizations in which membership is required.

13.0 VACATION

13.1 City Policy

Vacations are considered essential to the worker's welfare and they are granted by the City to allow workers relaxation and rest from their duties. Therefore, it shall be the policy of the City not to allow the excess accumulation of vacation leave.

Time off shall be taken at the discretion of the Department Head, with due regard for the desires of the worker and the workload of the department.

13.2 Vacation Allowance

A worker shall accrue vacation with pay at the beginning of the following biweekly pay period as follows:

Years of Service	Days/Year	Biweekly Accrual
0 - 3rd Year	11 days	3.39 biweekly
4th - 9th Year	16 days	4.93 biweekly
10th Year	17 days	5.23 biweekly
11th Year	18 days	5.54 biweekly
12th Year	20 days	6.16 biweekly
13 th – 23rd Year	22.5 days	6.93 biweekly
24 th year and beyond	25 days	7.69 biweekly

The above allowances shall be pro-rated for workers beginning employment or leaving employment with the City during a biweekly pay period.

13.3 Vacation Accumulation

A worker may accumulate a maximum of twice (2x) said worker's annual vacation allowance. Vacation credits shall not be made once the maximum accumulation has occurred. Under extenuating circumstances, the City Manager may extend accumulation upon the request of the Department Head.

13.4 Vacation Sell-Back

A worker may elect to sell back to the City up to forty (40) hours in a calendar year of accumulated vacation at the worker's base rate of pay under the following condition; the worker must already have taken a minimum of two (2) weeks in the preceding twelve (12) months for vacation purposes. Payments are made in whole-hour increments.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can sell back more than their current annual vacation accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

13.5 Vacation Scheduling

The time at which the worker shall be granted a vacation is at the discretion of the Department Head. Classification seniority shall govern where more than one (1) worker requests the same vacation period. In the case of a tie, the worker with the greatest amount of continuous City service shall prevail.

13.6 Personal Business

A worker may request up to two (2) days of accrued vacation/holiday leave per calendar year as "Personal Business," and the nature need not be disclosed. The worker's request will be granted at the discretion of the Department Head with due regard to the desires of the worker and the workload of the department.

13.7 Amount of Vacation Time

A worker may use only the vacation to his or her credit with the following exception:

13.8 Vacation Emergency

The Department Head is authorized to grant use of up to two (2) days vacation in advance of accrual only in instances where the vacationing worker is unavoidably detained through no fault of their own and the worker has no other accrued leave credits.

14.0 HOLIDAYS

14.1 Holidays

The holidays to be observed are as follows:

New Year's Day, January 1st

Martin Luther King Jr.'s Birthday, 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 11

Thanksgiving Day, 4th Thursday in November

Christmas Eve in lieu of the day after Thanksgiving

Christmas Day, December 25th

Every day approved by the City Council as a public holiday, public fast, Thanksgiving or a day of mourning.

Every day selected by the Library Board as a holiday in lieu of another holiday listed above. Three and one-half (3-1/2) floating holidays to be taken on a working day mutually agreeable to the worker and the department. Floating holidays will be credited by the granting of fourteen (14) hours holiday credit during the first full pay period in January and July each year.

Effective January 1, 2024 the holidays to be observed are as follows:

New Year's Day, January 1st

Martin Luther King Jr.'s Birthday, 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 11
Thanksgiving Day, 4th Thursday in November
The day after Thanksgiving
Christmas Day, December 25th
Every day approved by the City Council as a public holiday, public fast, Thanksgiving or a day of mourning.
Every day selected by the Library Board as a holiday in lieu of another holiday listed above
Three and one-half (3-1/2) floating holidays to be taken on a working day mutually agreeable to the worker and the department. Floating holidays will be credited by the granting of fourteen (14) hours holiday credit during the first full pay period in January and July each year.

14.2 Board Designated Special Holidays

Employees shall have the option of either taking leave without pay or utilizing paid time off during Board designated Holidays.

14.3 Saturday and Sunday Holidays

When a holiday falls on Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed. In addition, the Library will be closed on the respective Saturday or Sunday. Employees' schedules will be adjusted accordingly. If a holiday falls on an employee's regularly scheduled day off, holiday time shall be granted for the observed holiday only.

14.4 Monday Holidays

For the following holidays that fall on Monday, the Library shall be closed on the preceding Sunday.

Martin Luther King, Jr. Day

President's Day

Memorial Day

Labor Day

Employees' schedules will be adjusted accordingly. If a holiday falls on an employee's regularly scheduled day off, holiday time shall be granted for the observed day only.

14.5 Work on a Holiday

If a worker is required by the City to work on any holiday, compensation for said holiday shall be in accordance to the overtime provisions of this agreement, with the following exception:

- Equivalent time off shall accumulate as "Holiday Time Earned" and may accumulate maximum of forty (40) hours.
- Time off shall be taken at the discretion of the Department Head, with due regard for the desires of the worker and the workload of the department.

In the event one (1) or more holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.

15.0 SICK LEAVE

15.1 Purpose

The purpose of this Section is to continue the compensation of workers who must remain off their jobs because of illness or disability. Such sick leave is a privilege which the worker can exercise in the event of bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of immediate members of their family.

As an option to using sick leave a worker may be permitted to use vacation leave, accrued holiday leave, or accrued compensatory time for pre-arranged and pre-approved health maintenance appointments (i.e., doctor and dental appointments).

15.2 Sick Leave Accrual

For full-time regular and probationary workers, sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period of service or twelve (12) days per year. Unused sick leave shall be accumulated. Part-time merit workers shall accrue sick leave pro rata to the number of hours worked.

Any worker who is on paid leave shall continue to earn sick leave credit. Sick leave shall accrue during an absence which is a result of occupational disability resulting from City service.

15.3 Doctor's Certification

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Director of Human Resources.

A doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the department head, evidence exists that sick leave has been misused and a prior warning has been given to the worker regarding the abuse of sick leave.

15.4 Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Department Head, to vacation, holiday, or Compensatory Time Off (CTO) leave for the following reasons:

- The diagnosis, care or treatment of an existing health condition of, or preventative care for an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for an employee's family member, as defined in California Labor Code section 245.5(c).
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Department Head, a reasonable extension of the six (6) -day limit may be granted. Any additional leave so granted shall be charged against the worker's accumulated sick leave.

15.4.1 Bereavement Leave

In the event of a death in the immediate family, workers may take accrued sick leave of up to three (3) days, or up to five (5) days at the discretion of the employee's department head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

15.5 Extended Sick Leave

After one (1) year of continuous merit system service, workers who have exhausted all their earned leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head.

After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director and approved by the Personnel Officer. Such extended sick leave shall not be charged to the worker's future sick leave accumulation during this period of extended sick leave. Application for extended sick leave pay shall not be unjustly denied by the Department Head.

15.6 Sick Leave Advance

The Department Head is authorized to grant up to five (5) days sick leave in advance of accrual in instances where workers with less than one (1) year of service have no accrued leave time available and a bona fide personal or family illness or emergency arises. Such advanced sick leave will be charged against future sick leave accrual and any unpaid balance at separation shall be deducted from the worker's final paycheck.

15.7 Accumulation of Vacation, Sick Leave, and Holiday Credit

For part-time merit workers, Vacation, Sick Leave, and Holiday credits shall be made on a pro-rata basis to a worker in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

For full-time merit workers who work less than a full-time schedule for a particular pay period (other than those participating in a VTO program) vacation, sick leave, and holiday credits shall be made on a pro-rata basis to a worker in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

15.8 Daily Hour Value/Part-Time Merit Worker

The hour value of a leave day for holidays, vacation, sick leave, or other leave shall be determined by dividing the average number of regularly scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the five (5) days – forty (40) hour per week.

16.0 CATASTROPHIC INJURY OR ILLNESS LEAVE

16.1 Purpose

The purpose of this Section is to authorize, but not require donations from the leave balances of one worker to another City worker who is unable to work due to a catastrophic injury or serious health condition and has exhausted all available leave. There is no right established by this provision that assures any worker that donations will be made.

16.2 Catastrophic Injury or Serious Health Condition Defined

For the purpose of the donation of leave, a serious health condition shall be a non-industrial serious health condition that requires absence from employment for more than thirty (30) consecutive workdays. A serious health condition is defined pursuant to the Family and Medical Leave Act.

16.3 Workers Eligible to Donate

Not all workers shall be eligible to donate their accrued vacation, holiday, and/or “compensatory time” leave to another worker. A worker who is eligible to donate accrued leave must retain 40 hours or more of accrued leave, exclusive of sick leave, after donation to the other employee. Employees who donate time to another employee must sign a form, provided by the Human Resources Department, to authorize the transfer of time from their eligible accrued leave balance to the balance of the employee receiving the leave.

16.4 Workers Eligible to Receive Donations

Not all workers shall be eligible to receive donations from another worker’s accrued leave balances. An eligible worker must meet all of the following criteria: (1) be a merit system worker (including probationary workers) whose participation has been approved by their department head; (2) be a worker within the Library Merit Unit; (3) the employee has supplied medical certification evidencing s/he is unable to perform the essential functions of their job and is unable to work for more than 30 consecutive work days. Upon receipt of a request for donations, the City shall determine a worker’s eligibility.

16.5 Limits on Donated Time

The hours that may be donated to a worker shall not exceed that time necessary for the worker to reach the long-term disability insurance provided pursuant by the City.

This provision shall not be interpreted or implemented to extend any employee’s leave to exceed one year away from work, whether paid or unpaid, except as required by state and federal law.

The City shall apply donated hours in its discretion without the requirement that hours be prorated from each donating worker. Unused donations shall be returned to the donating worker.

16.6 Hourly Donations

The donations authorized by this Section are of hours of leave. The donations shall not be converted to monetary value and then calculated based upon the hourly rate for the workers donating and receiving hours.

In no event shall a worker receive more than the worker's base salary.

17.0 HEALTH AND WELFARE

17.1 Health Insurance

The City shall make a dedicated health contribution on behalf of those workers eligible for Group Medical Coverage or Medicare Part B under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per worker per month. The City's health contribution for part-time merit workers shall be made on a pro rata basis in accordance to hours on the payroll.

The City shall make available to eligible current and retired workers benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act, and may self-insure after meeting and conferring with the Union.

17.1.1 Flexible Benefits Plan

The City shall contribute up to \$1,798.26 (inclusive of the \$160 maximum City contribution towards group medical insurance) per month towards the flexible benefit plan.

Each January during the term of this Agreement, the City's contribution to the Plan will be adjusted to 100% of the Bay Area Kaiser Single rate, 90% of the Bay Area Kaiser Two-Party rate, and 90% of the Bay Area Kaiser Family rate.

The City's contribution for part-time merit workers working less than 40 hours per week shall be prorated.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash the waiver amounts outlined below.

17.2 Internal Revenue Code Section 125 Plan

The City shall offer an Internal Revenue Code Section 125 Plan (the "Plan"), which contains the components of premium conversion, healthcare reimbursement account and dependent care reimbursement account.

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this Plan and all contributions to the Plan and to the Retirement Health Savings Account outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement

provision if any part of this structure is found to be noncompliant. Benefits shall be taxed as required by law.

17.2.1 Merit Employees hired before July 1, 2006

Waive Coverage:

- Effective January 12, 2020 employees who waive health insurance entirely shall receive \$294.76 per month as part of their salary.
- Effective January 10, 2021 employees who waive health insurance entirely shall receive \$160.00 per month as part of their salary.

Cash disbursements for part-time merit workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional cash disbursement.

17.2.2 Merit Employees hired on or after July 1, 2006

Waive Coverage:

Employees who waive health insurance entirely will receive \$160.00 per month as part of their salary.

Cash disbursements for part-time merit workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional cash disbursement.

17.3 Dental Insurance

Workers and their dependents and/or domestic partner shall be provided with City-paid dental benefits. These dental benefits will provide one-hundred percent (100%) coverage on all routine maintenance and eighty percent (80%) on minor and major dental work. The annual dental maximum will be \$3,000 per year. Dental benefits include 50% orthodontic coverage with a \$2,000 lifetime maximum.

17.4 Vision Insurance

Workers and their dependents and/or domestic partner shall be provided with City-paid vision insurance as follows:

- Annual exam, lenses and frames
- \$10 annual deductible

17.5 Life Insurance

Workers shall be provided with a City-paid Fifty Thousand Dollar (\$50,000) life insurance policy. Each worker is eligible to purchase additional life insurance in accordance to the group insurer's policy.

17.6 AD&D Insurance

The City shall provide workers a Ten Thousand Dollar (\$10,000) accidental death and dismemberment insurance policy without regard to membership in any health plan.

17.7 Long-Term Disability Insurance

The City shall provide long term disability insurance for workers paid for by the City. LTD benefits are as shown:

- The monthly benefit is equivalent to sixty-six and two-thirds percent (66-2/3%) of full salary; less deductible benefits;

The elimination period is sixty (60) days, subject to exhaustion of accrued sick leave.

Part-time merit employees working twenty (20) to twenty-five (25) hours per week shall be provided long-term disability insurance pursuant to this section. Monthly contributions shall be prorated.

17.8 Retirement

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System. The current retirement benefits are:

2% @ 55 Formula with single highest year compensation for “classic members” hired before December 9, 2012.

2% @ 55 Formula with three-year final compensation for “classic members” hired on or after December 9, 2012.

2% @ 62 Formula with three-year final compensation for “new members” hired on or after January 1, 2013.

Effective with the pay period starting July 6, 2014, employees will pay 7.0% of the PERS employee-share contribution on a pre-tax basis.

Effective August 30, 2015, classic members shall pay one-half the total normal cost for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis.

New members shall continue to pay one-half the total normal cost for the 2% @ 62 Formula in accordance with Government Code 7522.30 on a pre-tax basis.

17.9 Termination Pay

Upon service or disability retirement, workers shall be paid a maximum of fifty percent (50%) of their accumulated unused sick leave up to a maximum of sixty (60) days payment. No payments of sick leave shall be due or owed to any employee who is terminated by the City under the discipline process, regardless of whether the employee takes a service or disability retirement under the PERS system.

All workers with one (1) year of continuous merit system service, whose employment is terminated because of layoff or death, may be granted one (1) working day termination allowance at their basic pay rate, in addition to other compensation due them and one (1) additional day for each complete year worked thereafter.

All workers whose employment is terminated because of layoff or death shall be granted their option of one of the two types of termination pay described above.

Workers separating from the City shall not be allowed to remain on the payroll after their last day at work. Severance payment shall be provided in a lump sum for all leave accrual eligible for payout on the payday following receipt of the worker's final paycheck.

At the time of non-retirement separation from the City, merit employees shall receive all leaves paid out except sick leave.

17.10 Rehabilitation

With the approval of the Department Head, the Personnel Officer and the worker concerned, any past, present or future worker on disability retirement, or facing disability retirement, may be transferred and/or reinstated to a position in another class at the same or lower salary range for which the Personnel Officer finds the worker qualified. Such reinstatement and/or transfer shall require the service of a standard probationary period of six (6) months but may be lengthened by up to six (6) months by mutual agreement between the worker and the Department Head or shortened depending on the proven proficiency of the probationer and with the concurrence of the Personnel Officer. Credit for previous employment shall be granted in computing salary step, vacation accumulation, and sick leave balance. Such transfer or reinstatement shall comply with applicable provisions of State regulations concerning rehabilitation and are not grievable under this Agreement.

In the event a worker becomes permanently disabled as the result of a work-related injury, the Human Resources Department, Union and worker will meet to discuss the worker's rights and entitlements as well as the options available for rehabilitation, retraining and/or disability retirement.

17.11 Safety Committee

SEIU Local 521 Library Merit Unit shall be entitled to a seat on the City-wide Safety Committee.

17.12 Retirement Health Savings Account

Employees in the Unit will be enrolled in the RHS Account in accordance with the Plan design. The administration costs of maintaining this RHS account will be borne by the City.

Effective May 3, 2020, the City shall contribute zero-point-seventy-five percent (0.75%) of base salary to all employees' RHS accounts. This amount shall increase to 1.25% of base salary on June 27, 2021.

Currently, 0% of separation pay is contributed to the RHSA.

The Union may elect to change the above conversion of separation pay arrangement for each successive calendar year of this Agreement. The Union must notify the City's Human Resources Department in writing no later than November 30th of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the separation pay arrangement in effect at the time will continue for the following calendar year.

During the term of this MOU, employees in this bargaining unit may elect to contribute a set amount of salary to the RHSA. The City shall be notified of any such election sixty (60) days prior to the effective date.

Beginning August 26, 2018, the City shall contribute \$100.00 per pay period to the Retirement Health Savings accounts of those employees aged 45 or over with 15 or more years of City service. Effective May 3, 2020, this amount shall change to 1.75% of base salary. Employees who become eligible for this contribution during the term of the agreement shall begin receiving contributions in the first full pay period following establishing eligibility. The continuation of this provision beyond the term of the contract would need to be made by mutual agreement between the parties.

18.0 EMPLOYMENT LEAVES

18.1 Continuous Service Defined

Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.

As used in this Section, year of completed continuous service shall include, but not be limited to, all time while the worker is on sick leave and/or vacation pay.

Neither military leave nor leave of absence without pay under one month shall constitute an interruption in computing continuous service.

18.2 Disability Leave

The purpose of this Section is to continue the compensation of workers who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as workers of the City.

A Department Head is responsible for determining that only bona fide disability leave is taken.

For each disability, workers shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less Workers' Compensation. If the sixty (60) working days become exhausted, additional time off may be charged to sick leave with the following exceptions: A worker shall not be charged sick leave for that portion of his or her salary for which temporary disability payments are received under the State Workers' Compensation Law.

No otherwise appropriate disability retirement or separation from service shall be delayed for more than forty-five (45) workdays (three hundred sixty (360 hours)) due to the existence of accrued sick leave. Employees being retired due to disability with unused sick leave on the books shall be entitled to compensation for the unused leave in accordance with Section 17.9, Termination Pay.

Additional compensation may be awarded by Resolution of the City Council to workers disabled or injured in line of duty, if such compensation is considered merited and is recommended by the City Manager.

18.3 Military Leave

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

18.4 Jury Duty

Any worker required to report for jury duty shall be granted a leave of absence with pay from all of his or her regularly assigned duties until released by the Court, provided the worker:

- Notifies his or her Department Head immediately of the notice to serve; and
- Reports to work within a reasonable length of time after being released by the Court.

Workers called for jury service shall not be required to assume new or unusual regular working hours solely as a result of jury service. Every reasonable effort shall be made to ensure that personnel assigned to work after 4:00 p.m. or on weekends who are called for jury duty shall be provided with 1) a reasonable time for rest and recuperation prior to reporting for regularly scheduled duty, or 2) excused from their next scheduled shift, upon request by the worker, and provided that the worker has spent a significant portion of the day at jury duty. For purposes of this section, employees who have served five (5) or more hours on jury duty will be allowed a minimum of eight (8) hours recuperation break prior to reporting back to work.

18.5 Leave of Absence Without Pay

Leave of absence without pay may be granted in any increment for a total period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth and adoption; for temporary employment by the Union or for education and training relative to the worker's employment. Any request for leave of absence without pay shall be made in writing. Approval of each increment as well as the total leave shall be at the discretion of the Department Head.

Leaves of absence for reasons other than designated above may be granted on the same terms and conditions and in the same manner as leaves designated above only if, in addition to other matters, the worker shows that such leave is not contrary to the best interests of the City. The Department Head, upon review, retains complete discretion to approve or disapprove any request with no further appeal.

The worker may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Any worker who does not return to employment on or before the date of expiration of leave shall be deemed separated from the service as of such date of expiration, subject to due process.

18.6 Voluntary Reduction in Work Hours

A worker may request a temporary or ongoing voluntary reduction in work hours by making such a request to the worker's Department Head. Approval for any voluntary reduction must be obtained in advance. The decision of the Department Head is final and conclusive and there shall be no appeal or grievance rights. Workers requesting this option

shall have their benefits prorated based on the number of regularly scheduled hours worked.

18.7 Family Care Leave

In accordance with the Federal Family and Medical Leave Act, effective August 5, 1993, and the California Family Rights Act, effective October 4, 1993, the City will grant job protected unpaid family and medical leave to eligible workers for up to twelve (12) weeks in accordance with the law.

In general, Family Medical Leave is available to workers for: the birth, adoption or placement of a foster child; care for an immediate family member of the worker if such immediate family member has a serious health condition; or the worker's own serious health condition that makes the worker unable to perform the functions of their position.

The City will adhere to applicable Federal and State laws regarding Family and Medical Leave. For specific conditions governing Family Medical Leave please refer to the City Policy.

19.0 EMPLOYMENT ADMINISTRATION

19.1 Personnel Files

19.1.1 Release of Information

Unless required by court process, the City will only release information to creditors or other persons outside of City government only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment, and verification of salary information if the person inquiring first states the correct salary to the City. Release of more specific information may be authorized by the worker.

19.1.2 Access and Contents

A worker (or their representative, on the presentation of written authorization from the worker) shall have access to the worker's personnel file on request for a reasonable amount of time at a reasonable time and place. A worker or the Union shall be provided, upon reasonable request, copies of materials in a worker's personnel file. Release of more specific information may only be authorized by the worker in writing, signed by the employee. The worker may be required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

19.1.3 Letters of Reprimand

The City shall furnish the worker copies of all letters of reprimand or warning prior to placement of such documents into the worker's personnel file, and copies of letters of reprimand or warning shall be sent to the Union and the Human Resources Director. Upon receipt of a letter of reprimand or warning which the worker feels is factually incorrect, the worker may so advise in writing the Department Head, Human Resources Director, and the Union. The letters of reprimand or warning may not be appealed through the grievance

procedure. Letters of reprimand and warning not submitted in accordance with the provisions above may not be introduced as evidence against the worker.

Letters of reprimand/warning shall be removed from a worker's personnel file after two (2) years upon the written request of the worker and approval by the Department Head provided there has not been subsequent discipline.

19.2 Flexible Staffing

Definition: Flexible staffing reflects a situation where two levels of a specialization exist: entry level and journey level. These positions are most often a I and II series or possibly an "assistant" and "associate" level. For a worker to progress from the entry level to the journey level, they must meet a specified level of expertise or a length of time and expertise to be promoted to the "journey" level. No testing process is necessary. Many of these series classifications also have a "III" or "senior" level. However, to progress to this higher level a worker must apply and go through the recruitment process.

The following classifications, consistent with budget allocations, are flexibly staffed, pursuant to class specifications:

Library Assistant I

Library Assistant II

Librarian I

Librarian II

Classification change shall be at the discretion of the Department Head.

19.3 Employment Development

Upon request of an existing employee applying for a promotional merit position who was not appointed, a meeting will be scheduled with the appropriate manager to discuss their qualifications for the position.

19.4 Credit for Previous Employment

As provided by the Personnel Rules, which may be changed at that Board's discretion, in the case of all open competitive examinations, persons who become eligible for certification from eligible lists by attaining the passing mark established for the examination, shall be allowed an additional credit of five (5) points, which shall be added to the score attained in such examination, and they shall be placed on eligible lists and be eligible for appointment in the order and on the basis of the percentage attained by them in examinations after such credit of five (5) points shall have been added, when such applicants:

- Are currently employed as a full- or part-time employee by the City or have been so employed by the City within the year, prior to the closing date for receipt of applications, and
- A major part of the work performed for the City is or has been directly related to that performed by the classification being applied for, and
- The applicant has a minimum equivalent of one-year full time service with the City (1600 hours for hourly paid employees), and

- If training is required, the applicant secures a satisfactory or better performance rating from their supervisor.

20.0 GRIEVANCE PROCEDURES

20.1 Purpose.

This grievance procedure shall be used to process and resolve grievances arising under this Memorandum of Understanding except to the extent that the City Charter vests jurisdiction elsewhere.

The purposes of this procedure are:

- To resolve grievances informally at the lowest possible level;
- To provide an orderly procedure for reviewing and resolving grievances promptly.

20.2 Grievance Definitions

20.2.1 Grievance

A grievance is a good faith complaint of one (1) or a group of employees or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding.

20.2.2 Supervisor

As used in this procedure, the term "supervisor" means the individual who assigns, reviews, and directs the work of an employee.

20.2.3 Party

As used in this procedure, the term "party" means an employee, the Union, the City or their authorized representatives.

20.2.4 Working Day

A working day or work day is defined as a day on which City Hall is open for business.

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Personnel Rules and Regulations of the City unless waived by such employee.

20.3 Informal Discussion.

Not later than fifteen (15) working days after the event giving rise to the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with their immediate management supervisor. The supervisor shall respond, either orally or in writing, to the employee not later than ten (10) working days thereafter.

20.4 Formal Grievance - Step One.

If after discussion with the immediate management supervisor, the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing, on the prescribed form. The form must be presented to the Department Head (or designee) and

the Director of Human Resources within fifteen (15) working days. The grievance statement shall include the following:

- A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Memorandum of Understanding.
- The remedy or correction requested of the City.
- The grievance form shall be signed by the grieving employee or Union representative, the date and time of presentation affixed thereto, and signed as received by the Department Head or designee.
- The Department Head or their designee shall give their answer to the grievance in writing within fifteen (15) working days from the time the worker receives the grievance in writing. This first step answer shall include the following:
 - A complete statement of the City's position and the facts upon which it is based.
 - The remedy or correction which has been offered, if any.

20.5 Formal Grievance - Step Two.

If the grievance is not resolved at Step One, the aggrieved employee or Union may appeal to the City Manager or their designee. Appeals to the City Manager shall be made in writing and directed to the Human Resources Director within ten (10) working days of receipt of the Department Head's response. The Human Resources Director shall convene a meeting with the City Manager or designee and the employee and/or Union within ten (10) working days of receipt of the appeal.

The City Manager or designee shall render their findings and decision (if any) to the parties within ten (10) working days of its meeting.

20.6 Arbitration - Step Three.

If the grievant is not satisfied with the decision rendered pursuant to Step Two, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the Human Resources Director by the Union within ten (10) working days from the date of the Second Step answer.

An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State of California Conciliation and Mediation Service for a list of seven (7) qualified arbitrators residing within the State of California. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

It is understood that the arbitrator will only interpret this Memorandum and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and the worker.

All fees of the arbitrator and the court reporter, if any, will be borne equally by the Union and the City.

The parties may agree to waive submission of briefs and the use of a court reporter.

20.7 Time

The time limitations set forth in the Article are of the essence. The term “working day(s)” shall mean days on which City Hall is open for business. No grievance shall be accepted unless it is timely filed and no appeal may be considered unless it is timely taken.

For purposes of this Article, the time limitations applicable to the employee shall be the same time limitations regulating the Union and the information attributable to the individual employee shall be attributable to the Union. If the grievance is not timely filed, it shall be deemed waived. If an appeal is not timely taken, the grievance shall be deemed to be settled in accordance with the City’s decision at the step prior to the untimely appeal.

If the City fails to answer the grievance within the prescribed time limits, the grievance shall automatically proceed to the next step (either the City Manager or Arbitration as appropriate); provided, however, that in no event shall the grievance be deemed to be upheld by the City’s failure to act timely.

20.8 General

Either party to this Memorandum shall, upon receipt of a written grievance, have the right to reject such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

A Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

Time limits set forth within this Article may be extended upon mutual agreement of the affected parties where the agreement is made before the expiration of the timeline.

Employees may be represented by a Union representative at all levels of the grievance process. Copies of all written grievance documentation will be provided to the Union and the representing steward.

The parties may mutually agree to use the services of a mediator through the State Mediation and Conciliation Service at Step 1 or Step 2 of this procedure. In the event that Mediation does not result in a settlement of the Grievance, the aggrieved party may appeal the grievance to the next level of the Grievance Procedure. The appeal to the next step must be given in writing to the Human Resources Director by the Union within ten (10) working days from the date of the Mediation.

20.9 Exclusions

The following matters are specifically excluded from consideration under the grievance procedure:

- Determination and application of the procedures, qualifications, and standards of employment;
- Budget and capital expenditures;
- Items subject to meet and confer;
- Performance evaluations;

- Letters of Reprimand (are limited to appeal to Second Step – City Manager or designee. The decision of the City Manager/designee is final.) and
- Items that are expressly designated in this MOU as not subject to grievance.

21.0 DISCIPLINARY PROCEDURE AND PERSONNEL BOARD PROCESS

21.1 Disciplinary Action Definition

The term "disciplinary action" shall include the following actions which may be taken by a Department Head (or designee, not below a Division Manager, where the department head's absence is extensive and action is required):

- Suspension without pay up to thirty (30) calendar days;
- In-grade salary reduction;
- Demotion; or
- Dismissal.

A Reduction in hours or a change in schedule, scheduling for workload reasons, or a change in work assignment shall not be considered as discipline. No action to lay off a worker shall be considered as discipline. Letters of reprimand and performance evaluations shall not be considered as discipline. In this section, as throughout this contract, "working days" is defined as days on which City Hall is open for business.

21.2 Weingarten Rights (Right to have Union Representation in an Investigatory Meeting)

A worker shall be entitled to a representative of their choice, so long as that representative is available within a reasonable time, at an investigative interview or meeting that the worker reasonably believes may result in discipline.

21.3 Disciplinary Action

21.3.1 Notice of Proposed Discipline

Whenever a disciplinary action is proposed to be taken against a worker, the worker shall be notified in writing of the proposed disciplinary action taken within at least five (5) working days in advance of the pre-disciplinary ("Skelly") hearing. Such written notification shall include:

- A statement of the proposed disciplinary action to be taken against the worker;
- A statement of the facts upon which the proposed disciplinary action is based which shall set forth clearly and with such particularity the charges against the worker so that the worker can understand said charges;
- A statement must indicate the cause for the proposed disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- A statement should describe any actions taken against the worker that relates to the current proposed disciplinary action;
- A statement advising the worker that the written notice is to be placed in their official personnel file and that said worker has a right to Union representation.

The written notice of proposed disciplinary action shall be considered to be sufficient notice to the worker if the above information is contained therein. The written notice of

proposed disciplinary action must be presented to the employee, either by personal service, email or sent via regular and certified mail (return receipt requested) to the last address that worker has furnished to the appointing authority.

21.3.2 Notice of Disciplinary Action

Whenever a disciplinary action is taken against a worker, the worker shall be notified in writing of the action taken.

Such written notification shall include:

- Statement of the disciplinary action taken against the worker;
- A statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with such particularity the charges against the worker so that the worker can understand said charges;
- A statement must indicate the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- A statement which generally describes any actions taken against the worker during the last five (5) years and which relates to the current disciplinary action;
- A statement advising the worker that the written notice is to be placed in their official personnel file and that said worker has a right to appeal to the Personnel Board.

The written notice of disciplinary action shall be considered to be sufficient notice to the worker if the above information is contained. The written notice of disciplinary action must be presented to the employee, either by personal service, email or sent via regular and certified mail (return receipt requested) to the last address that the worker has furnished to the appointing authority.

21.4 Appeals

21.4.1 Time for Appeal

Any worker against whom disciplinary action is taken shall have the right to appeal from such disciplinary action; provided, however, that the worker must deliver a written notice of appeal to the Human Resources Department within ten (10) working days of the date that the written notice of disciplinary action was served upon the worker. In the event worker fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the worker shall have no further right to appeal.

21.4.2 Notice of Appeal - Contents.

The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:

- Name and address of the worker;
- The date of the disciplinary action and a statement of the effect that the worker appeals from the disciplinary action; and
- The notice of appeal shall be dated and signed by the worker or by his representative.

21.4.3 Setting Hearing Date

When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Human Resources Director shall schedule the matter for hearing at the next available regular meeting of the Personnel Board at least fifteen (15) working days after receipt of the notice of appeal.

21.4.4 Findings and Conclusions

The Personnel Board shall render written findings and recommendations and final decisions concerning the appeal following the hearing and within ten (10) working days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

22.0 LAYOFF PROCEDURE

22.1 Layoff Defined

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hour's reduction in excess of twenty percent (20%) without exercising their layoff rights.) The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth in this Section.

22.2 Seniority

Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- Emergency appointment under SMMC 2.57.60 (h) or previous SMMC Section 2.57.020 (11).
- Regular appointment under SMMC 2.57.080.
- Provisional appointment under SMMC 2.57.070 (d).
- Appointment as City Manager's assistants under SMMC 2.57.060 (a) from a position in the classified service.
- Appointment as a Department Head under SMMC 2.57.060 (d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

22.3 Seniority for Layoff Purposes

The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.

For the purposes of Section 22.4 (Bumping Rights) seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

22.4 Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 22.2, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held positions include successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, the worker shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the "most recently held" classification.

22.5 Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

22.6 Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks pay for each complete year of service, to a maximum of six (6) months pay. This severance package shall be in addition to any other buyouts and/or severance payments to which the employee is entitled under their MOU.

In addition to providing severance as described in this section, the City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

22.7 Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

22.8 Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping, by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address

as shown on the employee's last paycheck unless a more recent address has been provided to Human Resources by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, re-employment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

22.9 Effective Date of Layoff

A layoff shall be effective thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not layoff.

22.10 Appeal

An employee may not appeal the decision to layoff their position except as stated in 22.8 above but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal.

An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager or their designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and to their Unit. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Department stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

23.0 RECALL AND REEMPLOYMENT

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which the worker is laid off or bumped.

When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening. The employee shall have fourteen (14) calendar days to reply to the City from the date of mailing of the recall notice. If the employee fails to respond within fourteen (14) calendar days of notice to the City, the worker shall lose all recall rights.

Employees reinstated under this Section shall receive credit for former employment in computing salary, vacation, and other benefits.

Employees reinstated after layoff shall be treated as though they have been on absence without pay in computing salary, vacation, sick leave and other benefits.

The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

It is the responsibility of the employee who has been laid off to keep the City informed as to their addresses and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

23.1 Meet and Confer

Upon request, the City shall meet and confer with affected employee organizations on the impact of any layoffs occurring pursuant to this policy. Furthermore, the City will notify employee organizations of possible layoffs as soon as is reasonably possible, and afford the organization(s) the opportunity to provide options/alternatives to layoffs for consideration by the City Council prior to the Council reaching a final decision.

24.0 RE-EMPLOYMENT PROCEDURES AFTER RESIGNATION

Any former worker with permanent status, separated from a position through resignation in good standing may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the worker meets the physical requirements for employment, upon the recommendation of the Department Head.

Workers reemployed under this section shall be subject to a probationary period and may receive credit for former employment in determining the amount of vacation allowance, sick leave, other benefits, and their step in the salary range upon the recommendation of the Department Head.

25.0 MISCELLANEOUS PROVISIONS

25.1 Mileage Allowance

City workers who must use their private vehicles for official business shall be compensated at the IRS rate.

25.2 Joint Labor Management Committee

The Joint Labor Management Committee is a vehicle for Library management and SEIU represented staff to work out issues in an interest-based manner in between contract negotiations. The Committee meets at least four times per year, and may be scheduled more frequently with mutual agreement. SEIU members select one per diem and one merit employee to be released from regular duties to attend when the meetings correspond with the employees' regularly scheduled shift. In addition, a Union representative may attend, and management may select participants to represent the City and Library. Action minutes are reviewed and approved by the Committee before they are posted for Library staff.

26.0 NO STRIKE

Local 521, SEIU, its members and representatives, agree that during the term of this agreement they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties because of any labor dispute. It shall not be a violation of this provision or any City rule, regulation, or policy for a worker to fail or refuse to perform the work of any City worker who is or may be considered to be engaged in any legal activity set forth herein.

Neither the Union nor any representatives thereof shall engage in job action as designated in this section for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of workers not covered by the Memorandum of Understanding, during the term of this Agreement. This is not meant to restrict the worker's right to communicate with elected officials.

27.0 NO LOCKOUT

The City agrees not to engage in any lockout during the term of this Agreement.

28.0 SEVERABILITY OF PROVISIONS

If any provision of this Agreement should be held invalid by a court of competent jurisdiction or to be illegal or unenforceable, all the other provisions shall remain in full force and effect. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

29.0 CONTRACTING OUT

City shall retain the right and obligation to maintain day to day services and operations through the retention of outside contractor's on a temporary or ongoing basis. However, the City will provide formal notice to the Union and provide the opportunity to meet and confer no less than ninety (90) days prior to any final decision (award of contract) to contract out work which results in the displacement of workers covered by this Memorandum of Understanding or when such contracting out is the result of the elimination of one or more bargaining unit positions.

When contracting out would result in the reduction of authorized positions covered by this contract, the City shall make every effort to place the affected workers in other City functions and reduce personnel through attrition.

The Union shall be given the opportunity to meet with the City and discuss the decision to contract out, and meet and confer on the effect of contracting out on its members. The Union may suggest alternate ways services can be continued to be provided by the City's own workers. After notification the Union shall respond within thirty (30) days with their alternatives.

In addition and upon request, the Union agrees to meet and confer with City departments to discuss ways to improve the quality and efficiency of City services.

30.0 AGREEMENT TERM

This Agreement terminates at 11:59 p.m. on June 21, 2026.

The existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and conditions of employment not covered in this Agreement for workers in this Unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by law.

Notwithstanding the provisions of this section, the City Council may increase the benefits for the Library Merit Unit, or may increase the wages of specific classifications in the Library Merit Unit.

SEIU LOCAL 521

Katy Bradley

Katy Bradley, SEIU Local 521

DATED: 11/27/2023

CITY OF SAN MATEO

Stacey Cue

Stacey Cue

DATED: 11/21/2023

Paul Vaughn

Paul Vaughn
DATED: 11/28/2023

Rukshana Singh

Rukshana Singh
DATED: 11/21/2023

EXHIBIT A
LIBRARY MERIT UNIT CLASSIFICATIONS
2015

LIBRARY ASSISTANT I

LIBRARY ASSISTANT II

SR. LIBRARY ASSISTANT

LIBRARIAN I

LIBRARIAN II

LITERACY STUDENT-TUTOR COORDINATOR

LITERACY PROGRAM COORDINATOR

LITERACY SPECIALIST

EXHIBIT B
BENEFIT SUMMARY SHEET: SEIU LIBRARY MERIT UNIT

The following list summarizes various benefit programs in effect for members of the SEIU Library Merit Unit:

Health	City Contribution \$160.00 month
Dental Insurance	Fully City paid. Basic plan provides 100/80/80 coverage and has \$15.00 annual deductible with \$3,000 annual maximum payment. Orthodontics 50% to \$2,000 lifetime maximum
Vision Insurance	Fully City paid Vision coverage – Eligible employee and covered dependents with a \$10.00 deductible
Employee Assistance	Confidential counseling services; cost is City-paid
Life Insurance	Fully City paid \$50,000 life coverage; \$10,000 accidental death and dismemberment
Supplemental Life	Employees can purchase additional life insurance
Long Term Disability	Full salary insured at 66 2/3%. Details in plan brochure
Retirement Program	See MOU for employee pickup of employee pension costs
Social Security	Paid equally by Employee and City
Holidays	13 1/2 per year; See MOU for details
Vacation	See MOU for accrual and usage information
Sick Leave	12 days per year earned, unlimited accumulation; see MOU for specifics regarding use, extended sick leave, family sick leave
Deferred Compensation	City contributes 1% of base salary per pay period to employee's Deferred Compensation Account. Effective June 27, 2021 City contribution increases to 1.5% of base salary. Effective June 26, 2022 the City will match up to an additional 0.5% of base salary of an employee's contribution.
Retirement Health Savings	City contributes \$100 per pay period to accounts of employees aged 45 and over with 15 years of City service. Effective May 3, 2020, City will contribute 0.75% of base salary, and on June 27, 2021, the City's contribution increases to 1.25%

The above listing summarizes various benefit programs provided to members of the SEIU Library Merit Unit as of April 2020. The list is not inclusive and employees should refer to the MOU, refer to the City's Intranet website and/or contact Human Resources at x7260 if they have specific questions about benefits and/or benefit programs.

CITY OF SAN MATEO LIBRARY MERIT UNIT

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