

CITY OF SAN MATEO

AND

***SAN MATEO LIBRARY PER DIEM
UNIT***



***MEMORANDUM
OF
UNDERSTANDING***

EFFECTIVE:

March 8, 2020 – March 4, 2023

CITY OF SAN MATEO LIBRARY PER DIEM UNIT

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN MATEO
AND
SEIU LOCAL 521, LIBRARY PER DIEM 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 I, of the Government Code of the State of California.

Wages, hours, and conditions of employment set forth below have been agreed to by the signatories of this Memorandum for implementation to all workers represented by the Service Employees International Union, Local 521, CLC. This Memorandum of Understanding shall remain in full force and effect for the term of this Agreement.

Wages, hours and conditions of work shall be as follows:

1.0 RECOGNITION

The City has recognized the Union as the exclusive bargaining representative for all regularly scheduled and On-Call Per Diem workers within the bargaining unit in the classifications specifically listed in Exhibit A attached thereto and made a part hereof provided, however, that fixed-term workers up to six (6) months are excluded from this bargaining unit. For purposes of identification, this unit shall be entitled the SEIU Library Per Diem Unit.

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

Positions in classifications represented by SEIU Local 521 established under federal or state funded employment program may be included in the unit represented by SEIU Local 521.

Per Diem workers shall be limited to 1000 hours per fiscal year, or up to 1020 with Department Head approval.

2.0 NO DISCRIMINATION

The City and the Union agree that there shall be no discrimination of any kind because of race, 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 and there shall be no discrimination because of age.

3.0 AT-WILL EMPLOYMENT

Workers who have been employed by the City for less than the equivalent to two thousand (2,000) Per Diem hours of service shall be at-will workers and shall serve at the pleasure of the City.

4.0 UNION SECURITY

4.1 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 City will deduct after receipt of the authorization form, the employee's dues, service fee deductions, or charitable contributions.

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.

4.2 Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

4.3 Enforcement

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

4.4 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.

5.0 UNION RIGHTS

5.1 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:

1. Name
2. Job title
3. Department
4. Department Description
5. Work phone number
6. Home phone number
7. Personal cell phone number
8. Home address
9. Employee Status (i.e. Active or on Leave)
10. Paid Lifetime Hours

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.

5.1.1 Library Per Diem 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 Library Per Diem 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 Library Per Diem 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.

5.2 Bulletin Boards

The City shall provide Union bulletin boards at the present work locations for the posting of official Union bulletins and notices. The Union may distribute a reasonable amount of information to City workers through intra- and inter-departmental mail without interference or censorship.

5.3 Access to Work Locations

Staff representatives of the Union as designated pursuant to 7.1 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. Staff representatives of the Union shall notify management before proceeding to or 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.

5.4 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.

5.5 Worker Orientation

The City will notify the Union of Human Resources Department worker orientation programs in which Union represented workers are scheduled to be present. Reasonable time will be provided for a representative of the Union to be present at such orientation.

6.0 UNION NOTICE

The Union shall be notified in advance in writing of any ordinance, rule, resolution, or regulation within the scope of representation not covered by this Agreement which is proposed to be adopted or implemented by the City Council, any board or commission, or any department of the City, and the Union shall be given the opportunity to meet and confer or meet and consult prior to any enactment or implementation.

The Union shall be notified in advance of any contemplated changes in classification description and such changes shall be subject to the meet and confer or meet and consult process during the term of this Agreement.

In cases of emergency where the City Council determines that an action must be enacted immediately, without prior notice or meeting with the Union, the City shall provide the Union such notice and the opportunity to meet and confer or meet and consult at the earliest practical time.

7.0 STEWARDS AND REPRESENTATIVES

7.1 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 attend new worker orientation and to be trained by observing other steward's processing of a grievance and to act on matters within the scope of this contract.

7.2 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 without loss of compensation where warranted. The Union shall submit the names of all such workers' 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 assignments to attend such meetings. Every effort must be made to schedule away time to minimize the impact on the operations of the Library.

8.0 CITY RIGHTS

The rights of the City not within the scope of the Union's representation 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.

9.0 WORKER RIGHTS

Nothing contained in this Memorandum of Understanding shall prohibit the Unit or those who represent the Unit from meeting and conferring on matters within the scope of representation as provided by State Law.

10.0 SALARY ADJUSTMENT

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

10.1 Compensation Increases During the Term of this Agreement

The Unit will be given a base salary adjustment. The Unit will receive the following across the board increases during the term of this agreement:

June 28, 2020 – 3.0%

June 27, 2021 – 2.0%

June 26, 2022 – 1.5%

10.2 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 as is surveyed for Library Merit classifications as well as benefits such as health and dental benefits and paid leaves that are provided to Per Diem library employees in comparable jurisdictions.

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.

10.3 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.

10.4 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).

10.5 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 satisfactory 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.

10.6 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 10.5), 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.

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. Said premium pay shall be pro-rated equivalent to the full-time payment of Ninety Dollars (\$90.00) biweekly. In addition to English speaking skills, an individual must possess either Chinese, Japanese, Spanish speaking or other language skill 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 Pay

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 higher pay rate to be determined by duties assigned for this work out of class.

11.3 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, workshops or conventions 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 PAID LEAVE BENEFITS ELIGIBILITY

Workers in the Library Per Diem Unit who have worked a minimum of 2,000 hours as a Per Diem worker shall be entitled to vacation, holiday and sick leave benefits. Effective August 9, 2009, employees who have reached 2,000 hours will also be required to be in paid status for thirty (30) hours per pay period to continue to be eligible for continued paid leave accruals.

On August 9, 2009, any worker who is no longer eligible to receive vacation, holiday and sick leave benefits based on the above will no longer accrue future leave benefits. Workers may continue to use accrued balances until they are depleted.

In the event the worker terminates City employment, remaining vacation and holiday accruals shall be paid to the employee or to the employee's estate. Employees may use accrued paid sick leave for personal illness or injury but it is not payable upon termination of employment.

14.0 VACATION

14.1 Vacation Policy

Vacation time is granted by the City to allow workers relaxation and rest from their duties. 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 Per Diem worker and the workload of the department.

14.2 Vacation Allowance

Workers shall be granted vacation leave after rendering a minimum of two thousand (2,000) hours as a Per Diem worker. After a minimum of two thousand (2,000) Per Diem hours, a worker shall be granted vacation leave at the beginning of each biweekly pay period, the rate being .0384 hours of vacation for each hour of non-overtime work. Credit shall not be received for time off without pay. Effective August 9, 2009, employees who have reached 2,000 hours will also be required to be in paid status for thirty (30) hours per pay period to continue to be eligible for vacation accruals.

14.3 Vacation Accumulation

Vacation shall not accrue to more than two (2X) times a worker's annual allowance as of the first of any pay period.

A worker may only use accrued vacation leave. No vacation leave may be granted in advance of its accrual.

14.4 Vacation Scheduling

The time at which a worker shall be granted vacation is at the discretion of the Department Head. Scheduling and workload needs, as determined by the department, shall govern where more than one worker requests the same vacation period. In the event of a tie, the worker with the greatest number of hours of employment shall prevail.

14.5 Personal Business

A worker may request up to seven and one-half hours (7.5) 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.

14.6 Vacation Allowance for Terminating Workers

Workers with two thousand (2,000) Per Diem hours or more of service who separate from the City shall be paid the straight-time hourly equivalent in a lump sum for all accrued vacation leave.

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.

14.7 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. 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 1 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.

15.0 HOLIDAYS

15.1 Holiday Eligibility

Workers who have worked a minimum of two thousand (2,000) hours as a per diem worker shall be eligible for paid holiday leave. Effective August 9, 2009, employees who have reached 2,000 hours will also be required to be in paid status for thirty (30) hours per pay period to continue to be eligible for holiday accruals.

15.2 Holiday Accrual

Workers with a minimum of two thousand (2,000) Per Diem hours shall receive thirteen and one-half (13 ½) holidays per year by the granting of holiday credit at the beginning of each biweekly pay period. Holiday credit shall begin accruing as of the first of the pay period following two thousand (2,000) Per Diem hours of service.

After a minimum of two thousand (2,000) Per Diem hours, a worker shall accrue holiday leave at the beginning of each biweekly pay period, the rate being .0519 hours of holiday leave for each hour of non-overtime work.

Holiday leave shall not accrue during periods when a worker is on leave without pay.

15.3 Holiday Accumulation

The maximum holiday accumulation shall be forty (40) hours as of any pay period. Holiday credit shall not be granted once the maximum accumulation has occurred.

16.0 SICK LEAVE

16.1 Purpose

Sick leave is a privilege which the worker can exercise in the event of bona fide illness or disability.

16.2 Sick Leave Accrual

After thirty (30) days of work, per diem workers shall accrue sick leave at the rate of .03333 hours of sick leave for each hour of work. Credit is not received for time off without pay. After their 90th calendar day of employment, such workers shall be permitted to use up to twenty-four (24) hours of sick leave per fiscal year if employed prior to July 1, 2015, otherwise, 24 hours of sick leave per year of employment, in a minimum increment of at least one (1) hour. The maximum sick leave accrual permitted as of any pay period shall be forty-eight (48) hours. Sick leave credit shall not be made once the maximum accumulation has occurred.

Per diem workers who have worked a minimum of two thousand (2,000) hours as a per diem worker shall accrue sick leave at the rate of .04625 hours of sick leave for each hour of work. Credit is not received for time off without pay. The maximum sick leave accrual permitted as of any pay period shall be ninety-six (96) hours. Sick leave credit shall not be made once the maximum accumulation has occurred.

16.3 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 sick leave accumulation.

16.4 Sick Leave Scheduling: Health Maintenance Appointments

In recognition of the worker's reduced work schedules, it is anticipated that health maintenance appointments can and shall be made during non-working hours. When health maintenance appointments cannot be scheduled to minimize interruption to public service

and department staffing, reasonable time off may be granted by the Department Head at their discretion.

As an option to using sick leave, a worker may be permitted to use vacation leave, accrued holiday or compensatory time leave.

16.5 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.

17.0 HEALTH AND WELFARE

17.1 Health Benefit and Cafeteria Plan

The HealthWorx Health Insurance Plan is a health benefit for Per Diem Library workers who are not PERS retired annuitants and meet certain eligibility criteria, as outlined below. Coverage is for the Per Diem Library worker only, and does not cover spouses or other dependents. Per Diem Library workers who have other health coverage are not eligible. Per Diem Library workers who are eligible for and enroll in HealthWorx and who subsequently lose HealthWorx coverage for any reason will be offered COBRA.

17.1.1 Initial Enrollment

Employees who are not currently eligible for the HealthWorx Health Benefits Plan and are regularly scheduled to work 15 hours per week shall become eligible for HealthWorx Plan coverage after being so scheduled for 52 weeks. Coverage begins the month following receipt of completed paperwork from the employee. They are eligible until:

- their library per diem employment ends (benefits terminate at the end of the following month) or
- they go into on-call status (benefits terminate at the end of the following month).

17.1.2 Ongoing Eligibility

Employees who are currently eligible for the HealthWorx Health Benefits Plan and are regularly scheduled to work 15 or more hours per week are eligible until:

- their library per diem employment ends (benefits terminate at the end of the following month) or
- they go into on-call status (benefits terminate at the end of the following month).

17.1.3 Voluntary Withdrawal from HealthWorx

If the Library Per Diem worker chooses to drop coverage and has had a qualifying change in family status, s/he can enroll in Flexible Spending Plan option (pursuant to 17.2.5) if otherwise eligible. Coverage will begin the first of the following month after eligibility is

established. The Library Per Diem worker can revert to the HealthWorx option if otherwise eligible, and coverage will begin the first of the following calendar year.

17.1.4 Cost

Effective January 1, 2020, the premium is \$417.95/month. Starting September 1, 2018, the City shall contribute \$250.00 per month toward the premium, and the enrollee pays the remaining portion of the premium. Starting May 1, 2020, the City shall contribute \$350.00 per month toward the premium, and the enrollee pays the remaining portion of the premium. If an employee's paycheck is not sufficient to cover their share of the premium in a pay period, the amount of arrears will be collected in the next paycheck. If the premium increases to \$460.00/month or more during the term of the MOU, the City shall send a meet and confer notice to the Union.

17.1.5 Termination

In the event the San Mateo Community Health Authority terminates HealthWorx Plan coverage, the parties will attempt to identify an acceptable alternative Health Benefits Plan.

17.1.6 Waiver of Health Insurance – Flexible Spending Plan

Any Library Per Diem worker who waives medical coverage but continues to meet the ongoing eligibility requirements for medical coverage will be entitled to participate in the City's flexible benefits/cafeteria plan. Effective January 1, 2009, the City will contribute \$50 per month for a total yearly benefit of \$600 per year for the use of reimbursable medical costs. Effective January 1, 2014, the City will contribute \$19.23 per pay period for a total yearly benefit of \$500.00 per year for the use of reimbursable medical costs.

The City will contribute up to One Dollar and twenty-five cents (\$1.25) per month per worker toward the administration of this program.

17.2 State Disability Insurance

Workers in the Library Per Diem Unit are covered by State Disability Insurance.

17.3 Rehabilitation

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

17.4 Safety Committee

The City is responsible for providing a safe and healthful place of employment and shall comply with all applicable federal and state laws. The Library has established a safety committee and the SEIU Local 521 Library Per Diem Unit shall be entitled to a seat on that safety committee.

18.0 EMPLOYMENT LEAVE

18.1 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) 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 Family 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.

18.2 Jury Leave

Any Library Per Diem worker who has worked two thousand (2,000) or more Per Diem hours will be entitled to leave if called to serve on a jury. Such workers shall be allowed time away from work with pay while serving on a jury. In the event a worker is called for jury service and is released early by the Court, the worker shall return to work and fulfill any remaining portion of the scheduled work shift.

18.3 Family Care Leave for Eligible Employees

In accordance with the Federal Family and Medical Leave Act, and the California Family Rights Act, 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. An eligible employee is one that has worked twelve hundred and fifty hours in the twelve months preceding application for such leave.

In general, Family Medical Leave is available to workers for: the birth, adoption or placement 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 Seniority Roster

The Library shall maintain a seniority roster indicating hire date seniority for each worker represented by the Union. Said seniority roster shall be available to the Union upon request.

19.2 Personnel Files

19.2.1 Maintenance of Records

Records of all personnel disciplinary actions shall be kept in the central personnel file. Workers shall be entitled to sign and date all action forms in their personnel files. No adverse material will be placed into a file without the worker's knowledge. Workers are entitled to review their personnel file upon written request or to authorize, in writing, review by their Union representatives. A worker or the Union shall be allowed, upon reasonable request, copies of materials in a worker's personnel file. Twenty-four (24) months after placement in the personnel file, records of disciplinary actions and/or letters of reprimand may be removed from a personnel file upon request of the worker and approval of the City or in the normal process of file review.

19.2.2 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. This section shall not apply to a duly served and executed subpoena.

19.2.3 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. 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.

19.3 Performance Evaluations

Performance evaluations will be given to workers who are regularly scheduled to work thirty (30) hours or more per pay period. The evaluations will be given annually as scheduled by management. Performance evaluations are not subject to appeal. In the absence of an annual performance evaluation, the employee's performance is presumed to be satisfactory 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.

19.4 Flex Staffing

Workers hired into classifications of Per Diem Librarian I/II whose positions are budgeted at the II level will be in flexibly-staffed positions. Advancement to the II level requires that the worker gain the experience and knowledge and fulfill any special requirements for

the II level. The worker could reasonably expect to progress to the II level based on the judgment of the supervisor and with the concurrence of the Department Head.

19.5 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.

19.6 Continuous Service Defined

Continuous service shall mean service in any Per Diem classification since original hire with the City.

For those workers who have exceeded two thousand (2,000) hours, a break of two (2) or more consecutive years in employment shall constitute an interruption in service and would require that Per Diem hours be accrued as if the worker were an initial hire.

For those workers that have less than two thousand (2,000) hours, a non-City initiated break in service of more than six (6) consecutive pay periods shall constitute an interruption in service and would require that Per Diem hours be accrued as if the worker were an initial hire. Those workers who are off for more than six (6) pay periods for reasons totally beyond their control may appeal for an extension of additional pay periods to the City's Human Resources Director. The decision of the Human Resources Director shall be final.

19.7 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

- A.** 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.
- B.** The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly.

20.2 Grievance Definitions

- A. 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.
- B. Supervisor**

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

As used in this procedure, the term "party" means an employee, the Union, the City or their authorized representatives.
- D. 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 date of 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. 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.
- B. The remedy or correction requested of the City.
- C. 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.
- D. 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:
 - (1) A complete statement of the City's position and the facts upon which it is based.
 - (2) 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.

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

- (1) 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.
- (2) All fees of the arbitrator and the court reporter, if any, will be borne equally by the Union and the City.
- (3) 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

- A.** Either party to this Memorandum shall, upon receipt of a written grievance, have the right reject such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- B.** A Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievances procedure.
- C.** 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.
- D.** 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.
- E.** 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:

- A. Determination and application of the procedures, qualifications, and standards of employment;
- B. Budget and capital expenditures;
- C. Items subject to meet and confer;
- D. Performance evaluations;
- E. Letters of Reprimand (are limited to appeal to Second Step – City Manager or designee. The decision of the City Manager/designee is final.) and
- F. 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 work load 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 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; and
- 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 or sent via regular and certified mail (return receipt requested) to the last address that worker has furnished to the appointing authority.

21.4 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 or sent via regular and certified mail (return receipt requested) to the last address that the worker has furnished to the appointing authority.

21.5 Appeals

21.5.1 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 the 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.

21.5.2 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:

- The name and address of the worker;
- The date of the disciplinary action and a statement to 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 their representative.

21.5.3 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.

21.5.4 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 PROCESS FOR PER DIEM UNIT

22.1 Layoff Defined

Only Per Diem employees that receive benefits are entitled to the rights in accordance with this section.

"Layoff" means the separation of employees from the work force due to lack of work or funds, or to the abolition of positions for the above reasons due to organizational changes.

Regularly scheduled Per Diem workers receiving pro-rated benefits whose benefits are reduced for two (2) consecutive pay periods due to City-initiated reduction in hours or whose work hours are reduced by the lesser of twenty percent (20%), or three (3) hours per week over the term of the contract, shall be deemed "laid off."

22.2 Layoff Seniority

Seniority will be calculated as hours in paid status in a given classification or a directly related higher classification represented by the Library Per Diem Unit.

22.3 Order of Layoff

The order of layoff of Per Diem employees shall be established by the Personnel Officer on the recommendation of the Department Head. These recommendations shall be based on seniority provided, however, the remaining employees have the necessary skills and abilities in the specific work function to which they would be assigned in order to perform the work remaining as determined by the City Librarian.

22.4 Bumping Rights Upon Layoff

A laid off worker may bump the least senior worker in the same classification in the Per Diem Unit. If there is no one less senior, then the worker may bump the least senior worker in a lower, directly related classification provided the worker meets the minimum qualifications for the lower class and can be trained in the lower position in a reasonable amount of time, as determined by the City.

In the case of layoff which involved workers bumping into positions occupied by the least senior workers, proposed scheduling to meet the library's operational needs and the availability of remaining staff will be presented and discussed with affected workers prior to implementation. The Union will be notified in advance of the presentation and discussion.

A worker may choose to be laid off rather than exercise bumping rights.

22.5 Mutually Agreeable Transfers Upon Layoff

If mutually agreeable to the City and the worker, laid off or bumped employees can be placed in vacant positions in the Library Per Diem Unit.

22.6 Rate of Pay on Position Change Upon Layoff

A worker's rate of compensation in the event of position change resulting from layoff shall be the salary closest to the base hourly rate received immediately prior to layoff.

22.7 Notification Upon Layoff

The City shall notify, in writing, the worker and the Union at least thirty (30) days prior to the effective date of layoff and shall indicate the reason or reasons for the layoff. Such notice shall contain the layoff procedure and re-employment rights of the worker. Notice shall be sent by certified mail.

22.8 Appeal Right Upon Layoff

A worker who receives notice of a specific action under the layoff procedure and believes the layoff procedure has not been correctly applied, may appeal to the City Librarian within seven (7) calendar days. The notice shall state the reason(s) for appeal. The decision of the City Librarian (or designee in event of absence or disability of City Librarian) shall be final and conclusive. This procedure shall provide an opportunity for a Per Diem worker

to discuss a layoff or reduction in hours with the City Librarian, but these provisions shall not be construed to diminish the City's management rights to layoff or reduce Per Diem positions. The worker has the right to have a Union representative present at any or all of the above discussions.

22.9 Notice to Worker: Placement Assistance Upon Layoff

When a regularly scheduled Per Diem position in the library is eliminated, the worker in that position shall:

- Be eligible to apply through the Human Resources Department for outplacement and job assistance counseling; and
- Receive assistance in locating available positions in other City departments, for which the worker may be eligible.

Such assistance is available to the worker for a period of up to forty-five (45) days following the termination of the positions.

23.0 RECALL PROCEDURE

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

When a vacancy occurs in a job classification, laid off or downgraded workers eligible to return to that job shall be recalled in the inverse order of their layoff or downgrade. Provisional and probationary workers who did not have status as a benefited Per Diem shall have no recall rights.

When a vacancy exists and workers are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the worker's last paycheck unless a more current address has been furnished by the laid off/downgraded worker.

Recall notices shall be sent via certified U.S. mail. The worker shall have fourteen (14) calendar days to reply to the City from the date of mailing of the recall notice. If the worker fails to reply within fourteen (14) calendar days from receipt, or if the Post Office returns the notice as undeliverable, all recall rights will be lost.

It is the responsibility of the worker who has been laid off to keep the City informed as to their address and telephone number. The City has no responsibility to attempt to trace a worker if notice is not deliverable by the Post Office.

24.0 MISCELLANEOUS PROVISIONS

24.1 Mileage Allowance

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

24.2 Library Service Reward

Following the first full pay period following Council adoption a one-time, lump sum payment, for each milestone shall be distributed to eligible unit members in the following manner:

- A. \$500.00 for Unit Members employed for ten (10) to nineteen (19) years
- B. \$750.00 for Unit Members employed for twenty (20) years or more.

The continuation of this provision beyond the term of the contract would need to be made by mutual agreement between the parties.

24.3 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.

24.4 Deferred Compensation

The City shall contribute 3.75% of base wages to per diem employees' 457 Part-Time/Seasonal deferred compensation accounts. Employees shall contribute 3.75% of base wages to their 457 Part-Time/Seasonal deferred compensation accounts.

Employees are eligible to make voluntary contributions above the mandatory employee contribution of 3.75% to their 457 Part-Time/Seasonal deferred compensation accounts.

25.0 NO STRIKE

The Unit, its members and representatives, agree that during the term of this Agreement and for any period during which the parties are meeting and conferring they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage or 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 growing out of any dispute relating to the terms of this Agreement. Neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of 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.

Observance of a legal primary picket line of a labor organization sanctioned by the Central Labor Council or the San Mateo Building and Construction Trades Council shall not be considered a violation of this Article.

26.0 NO LOCKOUT

The City agrees that during the term of this Agreement and for any period during which the parties are meeting and conferring, they will not engage in any lockout during the term of this Agreement.

27.0 CONFORMITY WITH THE LAW

The Union and the City intend and desire this MOU to conform to all applicable state and federal laws during the entire period it is in effect. In the event that the law changes during the period of this MOU and there are provisions of the MOU which no longer conform to the new law, the City will implement the new law on its effective date with respect to the non-conforming provisions only. The City will meet and confer with the Union over the implementation of the new law, if possible, prior to implementation.

28.0 SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

29.0 TERMINATION OF AGREEMENT

This agreement shall terminate as of 11:59 p.m. March 4, 2023.

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 this Library Unit or may increase the wages of specific classifications in the Library Per Diem Unit.

SIGNATURE PAGE

SEIU LOCAL 521

CITY OF SAN MATEO

Aileen Vlahakos, SEIU Local 521

Stacey Cue, IEDA

Annette Alexander

Casey Echarte

Teresa Abrahamsohn

Janie Berry

Rukshana Singh

Date: _____

EXHIBIT A

LIBRARY PER DIEM UNIT CLASSIFICATIONS

Classifications represent by SEIU Local 521 in the Library Per Diem Unit are as shown:

Per Diem Library Administrative Clerk
Per Diem Bookmender
Per Diem Library Aide I
Per Diem Library Aide II
Per Diem Library Assistant I
Per Diem Library Assistant II
Per Diem Librarian I
Per Diem Librarian II
Per Diem Literacy Computer Training Coordinator
Per Diem Literacy Student-Tutor Coordinator

EXHIBIT B

BENEFIT SUMMARY SHEET

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

Health	\$350 per month (May 2020) toward HealthWorx coverage for eligible employees. City will contribute \$50 per month into a Flexible Health Insurance Reimbursement Account for eligible employees who waive HealthWorx.
Holidays	Initial eligibility reached with 2,000 lifetime hours. .0519 hours earned per hour worked. Must work 30 hours per pay period for continued accrual of paid leave.
Vacation	Initial eligibility reached with 2,000 lifetime hours. .0384 hours earned per hour worked. Must work 30 hours per pay period for continued accrual of paid leave.
Sick Leave	After 30 days of work accrue 0.03333 hours of sick leave per each hour worked. After reaching 2000-hour threshold accrue 0.04625 hours of sick leave per each hour worked. Must work 30 hours per pay period for continued accrual of paid leave. See MOU for specifics regarding use and family sick leave.

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

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