

CITY OF SAN MATEO
AND
SEIU LOCAL 521
MAINTENANCE UNIT



MEMORANDUM
OF
UNDERSTANDING

EFFECTIVE:

October 4, 2021 – June 10, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN MATEO
and
SEIU, LOCAL 521, MAINTENANCE UNIT**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN MATEO
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 521, AFL-CIO/CLC
MAINTENANCE UNIT**

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. Except as provided herein, the matters set forth in this Memorandum of Understanding shall remain in full force and effect for its term.

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 permanent, probationary, and trainee workers within the bargaining unit in the classifications specifically cited in Exhibit A attached hereto and made a part hereof. For purposes of identification, this unit shall be entitled the SEIU Maintenance Unit.

Duties covered by the foregoing classifications shall not regularly be assigned to other City bargaining units. This language should not be construed to prohibit supervising workers from working with their crews or from providing fill-in duties, nor shall it be construed to ban the use of temporary workers.

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 programs shall be included in the unit represented by SEIU Local 521.

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.

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

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 there shall be no discrimination because of age.

3.0 UNION RIGHTS

3.1 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. Home Department Description
5. Work phone number
6. Home phone number
7. Personal cell phone number
8. Home address

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.

3.2 Payroll Deduction

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 City for any claims made by the employee for deductions made in reliance on that information.

3.3 Bulletin Boards

The City shall continue to 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.

3.4 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 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.

3.5 Access to City Buildings

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.

3.6 Advance 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 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.

3.7 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.

4.0 UNION SECURITY

4.1 Job Announcements

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

4.2 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 two (2) employees 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.

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.

5.0 STEWARDS AND REPRESENTATIVES

5.1 Stewards

The Union agrees to notify the Human Resources Director of those individuals designated as Union officers, stewards and alternates who represent workers before the City. Alternates may be designated to perform steward functions during the absences or unavailability of the steward. The Union will promptly provide the Human Resources Director, in writing, up-to-date lists of stewards and their work locations.

When it does not conflict with their work, stewards shall be relieved from their duties upon request to their supervisor 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 stewards' processing of a grievance. In carrying out any of the above steward functions, more than one steward may be released from a work area at the discretion of the supervisor. 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.

5.2 Union Representatives

One (1) representative from each of the following eight divisions 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.

- Park and Recreation – Golf
- Park and Recreation – Parks
- Public Works – Facilities
- Public Works – Sewers
- Public Works – Streets
- Public Works – Traffic
- Public Works – WWTP Operators
- Public Works – WWTP Mechanics

For single subject matters, the impacted division(s) representative(s) shall attend.

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 worker representatives to the Human Resources Director at least two (2) working days prior to such meetings and the representative shall advise their supervisor reasonably in advance prior to leaving their work assignments to attend such meetings.

6.0 CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Memorandum of Agreement shall be construed to require the City to meet and confer on matters which are solely a function of management. The City reserves and retains, solely and exclusively, all management rights and authority, including the rights set forth by law, except as specifically abridged or modified by this Agreement. Specifically reserved within the general reservation of management rights above is the right to eliminate vacant positions.

7.0 HOURS OF WORK AND OVERTIME

7.1 Work Week and Overtime

Regular overtime is authorized time worked, except emergency overtime, by a worker in excess of their assigned work schedule. Workers shall be assigned work shifts with regular starting and quitting times. Pursuant to this contract, overtime shall be applicable when:

- Work is performed in excess of forty (40) hours in one (1) week;
- Work is performed in excess of the scheduled workday (exclusive of lunch period);
- Work is performed on a recognized paid holiday.
- Employees contacted outside regular work hours by telephone, email, or other means of communication, will be compensated for time worked in accordance with section 7.2.

7.2 Overtime Rate

The overtime rate shall be one and one-half (1½) times the worker's straight-time hourly rate. A worker shall work at least six (6) minutes in excess of their regular schedule to be entitled to overtime payment, except when the worker is called for emergency overtime in which case that provision would govern.

7.3 Lunch Periods

The City shall schedule lunch periods of not less than one-half (½) hour or more than one (1) hour.

7.4 Change in Work Schedule

A worker will be given no less than seven (7) calendar days advance notice of an intended change in the employee's regularly scheduled hours of work. The City will provide fourteen (14) days notice to the Union regarding a proposed change in a work unit's regular work schedule. Upon request of the Union, the City will meet and confer regarding the impact of any change. Example: Change to an alternate work week.

7.5 Compensatory Time 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 time and one-half 1½ rate to a maximum of

eighty (80) 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.

7.6 Fair Labor Standards Act (FLSA)

The City shall comply with the Fair Labor Standards Act pursuant to the regulations set forth by that act as they pertain to the membership of the Union.

Upon request by the Union, the City will meet and confer prior to changing an established work unit's starting and/or quitting time. Also upon request, the City will, whenever possible, meet to discuss any problems created when temporarily changing an individual's schedule. This does not preclude the City from continuing to change a worker's schedule with seven (7) days advance notice.

7.7 Call Back

A minimum of two (2) hours pay at the overtime rate shall be paid for authorized time worked by a worker when they are contacted outside of their regular working hours and is requested to report to duty because of an emergency. An emergency means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

7.8 Rest Period Between Shifts

If a worker works more than sixteen (16) hours during a consecutive 24-hour period, said worker will be provided an eight (8) hour rest period from the time last worked prior to returning to duty. If said eight (8) hour rest period extends beyond the worker's regular starting time, the worker will only be required to work the remaining time of said worker's regular work shift to be compensated for the complete work shift.

In the event a worker qualifies under the provision of this Article and said worker is required to return to duty prior to completion of the eight (8) hour rest period, time and one-half (1½) compensation will be provided in addition to regular pay for the remaining time necessary to complete the rest period.

7.9 Exceptions to Work Schedule

7.9.1 Alternate Work Week Schedules

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 schedules (flexible work hours) such as the 9/80 and/or 4/10 plans with forty (40) hour workweeks. 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 with impairing department operation or service to the public. Such alternate schedules will not be unreasonably denied by the City. A decision not to approve an alternate work schedule proposal is not grievable.

If provided, time will be accrued based on the standard 5/8, forty (40) hour work schedule. Employee leave banks will be charged on the hours actually taken off. Employees will be required to supplement holiday time (eight (8) hours for full time employees) to receive full payment for nine (9) or ten (10) hour holidays designated.

The work week will change to accommodate 9/80 schedules without accruing an overtime obligation for the basic work schedule.

7.9.2 Voluntary Reduction in Work Hours

A worker may request a temporary or ongoing voluntary reduction in their 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. Employees requesting this option shall have their benefits prorated based on the number of regularly scheduled hours worked.

8.0 BASE PAY AND PREMIUM PAY CALCULATION

The hourly rate of pay shall be calculated from the rate of pay that is designated for a classification in the master salary schedule. The rate shall not be increased by shift differential, pool money, or other additional amounts paid. The hourly rate of pay, based on 2080 hours annually, shall be used to calculate the benefits set forth below:

- Out-of-Class Pay
- Overtime Pay
- Standby Pay
- Vacation Buyouts
- Termination Allowance
(Including annual leave and vacation leave buyouts)

8.1 Step Differential

The master salary schedule shall have equal differentials four and one-half percent (4.5%) between regular steps. There will be open ranges for promotions.

9.0 PAY PRACTICES

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

9.1 Salary on Initial Appointment

On initial merit appointment, the entrance salary shall be at the minimum salary for the classification except when circumstances warrant that an appointment may be made at a higher level upon the approval of the Department Head.

9.2 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 evaluation and recommendations will be used by the Department Head, who will determine the worker'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 a range adjustment 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 (4.5%); however, at no time shall a worker advance beyond the top of the established range.

Other than the review process outlined in Section 9.8, no appeal shall occur from the decision of the supervisor and/or Department Head whether by discipline procedures, grievance, or otherwise.

9.3 Salary Step Upon Promotion

Upon promotion, the base compensation of a worker shall be increased to a step in the new salary range four and one-half percent (4.5%) above the worker's base salary prior to promotion.

A worker when promoted shall receive no less than the minimum or more than the maximum rate of compensation for the class to which promoted, said rates of base compensation set forth herein.

9.4 Salary Upon Demotion

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

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 classification shall be the salary step closest to but not more than the base salary received immediately prior to the involuntary demotion.

The salary rate for demoted workers shall be as follows:

Reason	Rate
a. discipline	a. is 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

9.5 Salary on Transfer

"Transfer" shall mean a change of positions within the same class or comparable class with a salary differential of four and one-half percent (4.5%) or less between tops of ranges.

9.6 Salary on Military Leave

All workers who have been granted a military leave may upon their return to the City service be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.

9.7 Salary on Change in Classification

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

Upon approval of the Department Head, if a former worker is re-employed from the eligible list for their classification held immediately prior to resignation, they 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.

9.8 Salary Advancement Review

(This subsection shall not apply to and does not include the Salary Adjustment in Section 14)

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.

10.0 DIFFERENTIAL PAY

10.1 Shift Differential

Employees who are regularly scheduled to work shifts shall be paid as follows:

10.1.1 Swing Shift

4:00 p.m. and 11:59 p.m.

\$1.10/hour for each straight-time hour worked. Effective July 7, 2013 the differential shall be \$1.30/hour for each straight-time hour worked.

10.1.2 Graveyard Shift

12 midnight and 6:00 a.m.

\$1.45/hour for each straight-time hour worked. Effective July 7, 2013 the differential shall be \$1.60/hour for each straight-time hour worked.

Employees assigned street sweeping will be paid from the start of their shift to 6am.

10.1.3 Sewer Crew Shift Pay

Swing shift sewer crew will be paid an additional \$1.30 for each straight-time hour worked during the entire regularly assigned shift.

10.2 Assignment Differentials

10.2.1 Public Works - Traffic Division

A worker assigned to the Public Works Traffic Division shall be paid a five percent (5%) differential when assigned the responsibility of directing a crew in the replacing and updating of streetlights.

10.2.2 Public Works Maintenance Leadworker

A leadworker assigned the responsibility of directing large crews working multiple assignments in more than one location shall be provided a five percent (5%) salary differential. "Large crew" is defined as eight (8) or more merit system workers assigned to the Leadworker on a regular basis (a small crew is defined as seven (7) workers or less).

10.2.3 Irrigation Crew

A merit system worker who is permanently assigned to assist the Irrigation Specialist shall be eligible to receive a five percent (5%) differential after successful completion of an in-house review of operational skills and two (2) years of continuous service on the crew.

10.2.4 Light Equipment Mechanic

A worker in the classification of Landscape Maintenance Worker II who has the expertise and assumes the added duties of a Light Equipment Mechanic shall be paid a five percent (5%) salary differential.

10.2.5 Standby Pay

Workers engaged in a standby assignment shall receive \$3.85 per hour.

10.2.6 Sweeper Pay

A Worker assigned to full time sweeping duties will receive a five percent (5%) differential. Workers assigned to back-up and short term street sweeping duties shall receive a five percent (5%) differential for only those hours worked performing street sweeping duties.

10.2.7 Pesticide Applicator Differential

One (1) worker in the classification of Landscape Maintenance Worker II assigned to Golf whose duties require them to gain and maintain a Qualified Applicator's Certificate through the California Department of Pesticide Regulation shall be paid a five percent (5%) salary differential. This is special compensation paid to employees who are required to maintain a Qualified Pesticide Applicator's Certificate.

10.3 Bilingual Differential

Based upon the City and community need and the language proficiency of the employee, the employee may request and the Department Head may recommend bilingual premium for an employee. Approval will only be given where the employee's bilingual skill is regularly used in the course of City business.

Bilingual premium pay shall be ninety dollars (\$90) biweekly and shall become payable the first day of the pay period following proficiency certification. If a bilingual qualified employee works less than full-time, the biweekly differential will be prorated. If an employee is off work for an extended leave (over 30 days), they will not receive the bilingual pay for the remainder of the leave.

In order to ensure that employees retain bilingual proficiency, periodic re-qualification may be required and shall be administered by the Human Resources Department.

10.4 Reporting of Special Compensation

Special Compensation items must meet definitions listed in California Code of Regulations (CCR) Section 571(a) as well as the criteria outlined in CCR section 571 (b) to be reported to CalPERS.

10.5 Annual Certification Incentive

To be eligible for a three hundred dollar (\$300) annual certification incentive, Maintenance Unit personnel must successfully attain and maintain certification in one or more of the following:

- Certified Playground Safety Inspection (CPIS) - Obtained CPIS certification from the

- National Recreation and Park Association (NPRA) for Facilities and Parks workers only.
- USEPA Section 608 Core Technician – Successfully complete a Section 608 Core Technician course approved by the United States Environmental Protection Agency Section (USEPA) for Facilities workers only.
- Certified Pool Operator (CPO) – Successfully complete a Certified Pool Operator course sanctioned by the Pool & Hot Tub Alliance/National Swimming Pool Foundation (PHTA/NSPF) for Facilities workers only.

An employee will receive an annual certification incentive for each qualifying certificate in the series.

The employee must provide proof of certification to their manager between May 15th – June 15th. Public Works shall submit a completed Personnel Action Form. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees must remain in good standing with the governing body, including continuing education requirements. The employee must provide their manager with proof of certification between May 15th – June 15th each year.

11.0 TEMPORARY UPGRADE PAY

Any merit system worker in the SEIU Maintenance Unit who is assigned by a supervisor to carry out the full range of responsibilities in a higher classification for eight (8) cumulative hours or more during any pay period shall receive the rate of pay of the higher classification for all time in the assignment. The rate of pay for a temporary upgrade shall be that rate the worker would be entitled to in the event of a promotion under Section 9.3 of this Agreement. If a temporary upgrade assignment is in a different bargaining unit, the employee will retain the benefits of their actual position.

In the event that a non-exempt employee is assigned to a temporary upgrade assignment of an exempt classification for more than two (2) consecutive pay periods, the employee will receive the exempt classification's salary with no provision for overtime pay.

12.0 WORK OUT OF CLASSIFICATION PAY

When a worker is assigned to perform a significant portion but not all of the duties of a higher paid classification, the worker may, qualify for a differential in pay. The extent of duties assigned and the differential for pay for this work out of class will be evaluated by the immediate supervisor subject to Department Head approval.

13.0 SPECIAL PAY (Christmas Pay)

Workers whose shifts begin after 12 midnight December 25 (00:01) shall receive Thirty Five Dollars (\$35.00) in addition to such other compensation required for such work.

14.0 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.

14.1 Compensation Increases During the Term of Agreement

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

August 7, 2022 4.0%

14.2 Market Placement and Compensation Survey Data

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. Cities with populations from 50,000 to 150,000 in San Mateo, Santa Clara and Alameda counties will be surveyed and the data will be used to provide a competitive package. For benchmark classifications at the Wastewater Treatment Plant, cities / special districts in San Mateo, Santa Clara and Alameda counties that serve populations from 100,000 – 250,000 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 the comparable benchmark classifications using those cities / special districts used to set compensation adjustments for the Unit.

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

14.3 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.

14.4 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 "Proficient" or above rating on their most recent performance evaluation, received no disciplinary action, and/or the worker is not currently on a Performance Improvement Plan (PIP).

14.5 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.

14.6 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, 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.

15.0 HEALTH AND WELFARE PROVISIONS

15.1 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 One Hundred Sixty Dollars (\$160.00) per worker per month.

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.

If, during the term of this Agreement, a health plan is mandated by the federal government, the City and Union agree to open negotiations on the subject of possible modification of the health plan only. It is understood that in case of such mandated health plan, the City shall be liable for up to the mandated cost or the amounts specified above, whichever is higher.

15.2 Internal Revenue Code Section 125 Plan

At the City’s discretion and with 30 days’ notice, no earlier than July 1, 2016 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.

The City agrees to meet and confer regarding proposed changes in the structure of the Plan prior to making changes. The level of benefits and City's contribution shall not be open to re-negotiation. Benefits shall be taxed as required by law.

15.3 Flexible Benefits Plan

The City shall contribute up to \$1,903.91 (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 insurance 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.

15.4 Merit Employees hired before July 1, 2006

Waive Coverage:

- Effective January 5, 2016, employees who waive health insurance entirely shall receive \$527.39 per month as part of their salary.
- Effective January 1, 2017, employees who waive health insurance entirely shall receive \$477.39 per month as part of their salary.
- Effective January 14, 2018, employees who waive health insurance entirely shall receive \$427.39 per month as part of their salary.
- Effective January 13, 2019, employees who waive health insurance entirely shall receive \$377.39 per month as part of their salary.

Single Coverage:

- Effective January 6, 2013, the employee's monthly pool money distribution for medical coverage will be indexed according to 100% at the Single Party level for the cost of the Kaiser Plan offered under the PEMHCA contract.
- Effective January 6, 2013, employees who elect Single coverage shall receive \$100.00 per month less than their 2012 cash amount as part of their salary. Each successive January during the term of the contract, cash distributions shall be reduced by an additional \$75.00 per month per year.
- Effective January 1, 2017, employees who elect Single coverage shall receive \$220.00 per

month as part of their salary. Employees who have been receiving cash distributions that are lower than this amount will not have their cash distributions increase or decrease.

- Effective January 1, 2018, employees who elect Single coverage shall receive \$170.00 per month as part of their salary. Employees who have been receiving cash distributions that are lower than this amount will not have their cash distributions increase or decrease.
- Effective January 1, 2019, employees who elect Single coverage shall receive \$120.00 per month as part of their salary. Employees who have been receiving cash distributions that are lower than this amount will not have their cash distributions increase or decrease.

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.

- Employees hired before 7/1/06 (waive and single coverage), who are having their pool cash back amounts reduced, receive a one-time non-PERSable lump sum payment of nine hundred dollars (\$900) in the first full pay period of January 2017.
- Employees hired before 7/1/06 (waive and single coverage), who are having their pool cash back amounts reduced, receive a one-time non-PERSable lump sum payment of seven hundred dollars (\$700) in the first full pay period of January 2018.
- Employees hired before 7/1/06 (waive and single coverage), who are having their pool cash back amounts reduced, receive a one-time non-PERSable lump sum payment of five hundred dollars (\$500) in the first full pay period of January 2019.

15.5 Merit Employees hired on or after July 1, 2006

Waive Coverage:

For employees waiving health insurance entirely, the employee will receive \$160 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.

15.6 Dental Insurance

The City shall provide dental benefits for the worker, their eligible family members and/or domestic partner during the term of this Agreement. 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. The lifetime orthodontic benefit will be \$2,000 for eligible dependents.

Subsequent adjustments shall be made during the term of this Agreement to maintain the same dental coverage.

15.7 Life Insurance

The City shall provide workers a \$50,000 life insurance policy and a \$10,000 accidental death and dismemberment insurance policy without regard to membership in any health plan. Each worker is eligible to purchase additional life insurance in accordance with the group insurer's policy.

15.8 Long Term Disability Insurance

The City shall provide each worker represented by SEIU Local 521 Long Term Disability Insurance providing a monthly benefit equivalent to sixty-six and two-thirds percent (66⅔%) of the employee's basic monthly earnings, not to exceed a monthly benefit of \$4,000 per month. This benefit is conditional upon the terms and conditions of the insurance plan parameters.

Long Term Disability benefits become effective after a six (6) month waiting period from the qualifying disability.

15.9 State Disability Insurance (SDI)

Employees in the SEIU Maintenance Unit are covered by State Disability Insurance. State Disability Insurance payments shall be integrated with paid sick leave and the combined amount shall not exceed the employee's regular biweekly earnings.

15.10 Vision Insurance

The City shall provide vision insurance for workers, their dependents, and/or domestic partner. Vision benefits are as follows:

Annual exam, lenses and frames
\$25.00 annual deductible

Increases in premium during the term of the contract will be provided by the City.

15.11 Dependent Care Assistance Plan

The City shall establish a Dependent Care Plan which shall be made available to eligible workers. City shall pay required administrative costs; provided, however, that if, in the City's judgment the administrative costs exceed what the City is prepared to expend, the City may terminate said Dependent Care Plan. Prior to any termination, the City agrees to discuss alternatives for plan continuation with worker representatives.

15.12 Retirement Health Savings Account

Effective November 1, 2008, the existing RHSA plan will be modified to be compliant with recent IRS rulings covering individual contributions and separation pay and shall provide for, upon separation, all eligible accrued leave balances, to be contributed to the RHSA.

Upon ratification all employees' separations shall be handled in the following manner:

- At the time of service or disability retirement from the City Merit employment, separation pay arrangements shall be as follows:
 - Half (50%) of all eligible leave balances shall be contributed to the employees' RHSA.
 - Half (50%) of all eligible leave balances shall be paid out.
 - All eligible accrued sick leave balances shall be contributed to the employees' RHSA.

- At the time of non-retirement separation from the City Merit employment, separation pay arrangements shall be as follows:
 - Half (50%) of all eligible leave balances shall be contributed to the employees' RHSA.
 - Half (50%) of all eligible leave balances shall be paid out.

All employees in the Unit will continue to 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.

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.

Effective with the City's change to the calculation of the FLSA overtime rate to exclude pool money in the calculation, for employees hired on or before the effective date of the change, the City shall pay biweekly contributions of an amount equal to 0.5% of the employee's base salary into their Retiree Health Savings Account in recognition that pool money will no longer be included in calculation of the FLSA overtime rate. This contribution ceases when the employee leaves the bargaining unit or moves into an exempt classification.

Effective October 20, 2019, the City shall contribute zero-point seventy-five percent (0.75%) of base salary to all employees' RHS accounts.

Upon ratification, the City's contribution shall be reduced to zero percent (0.0%). The City's contribution shall return to zero-point seventy-five percent (0.75%) on June 11, 2023.

Effective July 12, 2020, the City shall contribute zero-point seventy-five percent (0.75%) to the Retirement Health Savings accounts of those employees aged 45 or over with 15 or more years of City service. 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.

Upon ratification, the City's contribution shall be reduced to zero- percent (0.0%). The City's contribution shall return to zero-point seventy-five percent (0.75%) on June 11, 2023.

15.13 Retiree Health Re-opener

For the term of this Agreement, the City and the Union agree to meet and confer regarding any changes made by City Council to the City's retiree health program.

16.0 RETIREMENT BENEFITS

Retirement benefits shall be compensated for under applicable legislation pertaining to the

California Public Employees' Retirement System (PERS). 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.

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

16.1 Deferred Compensation

Employees are eligible to participate in the City-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations. The City shall provide an Employee / City match up to zero point five percent (0.5%) of base salary to deferred compensation.

Upon ratification, the City's match shall be reduced to zero percent (0.0%). The City's match shall return to zero-point five percent (0.5%) on June 11, 2023

Effective July 12, 2020 the City shall provide a contribution of one percent (1.0%) of base salary to all employees in the unit.

Upon ratification, the City's contribution shall be reduced to zero- percent (0.0%). The City's contribution shall return to one percent (1.0%) on June 11, 2023

17.0 HOLIDAYS

17.1 Recognized Holidays

Legal holidays shall be as follows:

- New Year's Day, January 1
- Martin Luther King's Birthday, 3rd Monday in January
- Presidents' Birthday, 3rd Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Veterans Day, November 11th
- Thanksgiving Day, 4th Thursday in November
- Day after Thanksgiving
- Christmas Day, December 25

In addition, three (3) floating holidays are provided each calendar year. The floating holidays may be taken on a working day mutually agreeable to the employee and the department. Employees shall accrue twelve hours of floating holiday time during the first full pay period in January and July each year.

Every day approved by the City Council for a public fast, thanksgiving, a day of mourning or other holiday.

17.2 Saturday and Sunday Holidays

Except for employees who work in 24 hour/7 day operations, when a holiday falls on Sunday, the following Monday shall be observed and when a holiday falls on Saturday, the preceding Friday shall be observed.

17.3 Holiday Credits

The maximum accumulation of holiday credits for positions which are regularly scheduled for weekend work assignments shall be eighty (80) hours. The eighty (80) hour maximum holiday accrual shall apply to workers on the following crews:

- Pump crew
- Treatment Plant crew
- Sewer
- Golf Course crew
- Parks (those on a 9/80 schedule and assigned to Central Park)

The maximum accumulation of holiday credits for all other workers is forty-eight (48) hours.

17.4 Holidays During Paid Leave

All workers shall enjoy the same number of holidays whether they fall on paid leave or on scheduled days off. Holidays that fall during periods of paid leave shall not be charged to such leave. When a holiday falls on a worker's scheduled day off, equivalent time off shall be added to the worker's holiday time balance.

17.5 Taking Holiday Leave

The time at which a worker may take their holiday leave shall be determined by the Department Head or designee with due regard for the wishes of the worker and the needs of the service.

17.6 Leave Time Requests

Time off requests for less than one week of vacation, holiday time or compensatory time off (CTO) will be submitted no less than forty-eight (48) hours in advance of the requested time off. Requests for time off of more than one week will be submitted no less than one week in advance of the requested time off.

18.0 VACATION

18.1 Vacation Accrual

A worker shall accrue vacation with pay as follows:

<u>Yrs. of Service</u>	<u>Days/Year</u>	<u>Biweekly Hourly Accrual</u>
0 through 3rd	11 days	3.39 hrs./biweekly
4 th through 9 th	16 days	4.92 hrs./biweekly
10 th year	17 days	5.23 hrs./biweekly
11 th year	18 days	5.54 hrs./biweekly
12 th years	20 days	6.16 hrs./biweekly
13 th through 23rd years	22.5 days	6.92 hrs./biweekly
24 th years and beyond	25 days	7.69 hrs./biweekly

The time at which a worker may take their vacation shall be determined by the Department Head or designee, with due regard for the wishes of the worker and the needs of the service. Vacation credit shall not be used prior to the time it is actually earned.

Employees may accrue up to two times (2X) their annual vacation leave accruals. Employees shall cease accrual of vacation until such time as the accrued leave falls below the cap.

In the event the City is unable to schedule vacation and a worker is subject to cessation of accruals, the worker shall be permitted to utilize such vacation to avoid cessation of accruals.

A worker shall be entitled to one (1) extra day of vacation paid at eight (8) hours for each legal holiday occurring during any such vacation period.

18.2 Vacation Sell Back

Under the following conditions a worker with five (5) years or more of service may make an irrevocable election to sell back to the City eighty (80) hours of accumulated vacation or annual leave at the worker's base rate of pay per calendar year. With approval from the Department Head, an additional forty (40) hours accrued vacation may be elected. At the time of election, the following must be true:

- The worker has an overall rating of effective or better on the last performance evaluation received.
- The worker must already have taken a minimum of two (2) weeks for vacation purposes in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. 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.

19.0 SICK LEAVE

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 their 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.

19.1 Sick Leave Accrual

A worker shall accrue 3.70 hours of sick leave at the beginning of each biweekly pay period. However, sick leave shall not accrue during periods when a worker is on leave without pay for one (1) or more complete months. Such leave that is not used may be accumulated indefinitely.

19.2 Sick Leave Use

No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes: Sickness or disability sustained while on leave of absence, other than their regular vacation.

19.3 Doctor's Certification

A Department Head is responsible for determining that only bona fide personal or family sick leave is to be 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.

19.4 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 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, in 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.

19.5 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 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, great grandparent, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

19.6 Extended Sick Leave

After one (1) year of continuous merit system service, workers who have exhausted their earned sick 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, review by the Human Resources Director, and approval of the Personnel Officer. 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.

20.0 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.

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. A worker shall not be charged sick leave for that portion of their 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 (360 hours) due to the existence of accrued sick leave. Workers 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 30.2 - Termination Allowance.

21.0 EMPLOYMENT LEAVES

21.1 Jury Leave

A 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 and provides a copy 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 a graveyard or swing shift 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 the purposes

of this Section, workers who have served five or more hours on jury duty will be allowed a minimum of eight (8) hours recuperation break prior to reporting back to work.

21.2 Leave Without Pay

Leaves of absence without pay may be granted for a period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth; for temporary employment by the Union; for education and training relative to the worker's employment; or when such absences would not be contrary to the best interests of the City. Any authorization for leave of absence without pay shall be made in writing by the City Manager and the Department Head.

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

21.3 Family Care Leave

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 per rolling twelve (12) month period.

In general, Family Medical Leave is available to workers for: the birth or adoption of a child 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.

21.4 Catastrophic Injury or Illness Leave

21.4.1 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.

21.4.2 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 work days. A serious health condition is defined pursuant to the Family and Medical Leave Act.

21.4.3 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.

21.4.4 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 Maintenance 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.

21.4.5 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.

21.4.6 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.

22.0 ACCUMULATION OF VACATION, SICK LEAVE AND HOLIDAY CREDITS

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.

23.0 DAILY HOUR VALUE

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)-day/forty (40) hour per week worker.

24.0 DISABILITY PROVISIONS

24.1 Modified Duty

In the event that a worker becomes medically restricted due to an industrial injury or illness, and is unable to perform the full scope of their job, the worker shall be assigned to modified duty provided:

- There is work to be done within the worker's capabilities, as defined by the treating physician; and,

- Full recovery is expected.

If the worker's home department does not have modified duty available, the Department will contact the Human Resources Department to ascertain if such work is available in other departments. The Human Resources Department will assist the home department in locating a modified duty assignment within the worker's capabilities.

24.2 Training for Disabled Workers

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 procedures for rehabilitation, retraining and/or disability retirement.

The City supports the concept of rehabilitation of the disabled. Therefore, permanently disabled workers seeking disability retirement under PERS are to be fully considered for alternate employment with the City.

In order to implement the above policy and to ensure that the entity charged with determining incapacity is fully informed of the relevant facts of each case, the parties shall meet and may make recommendations to the City Manager.

In any case involving a SEIU worker, the parties shall monitor the PERS Board's processing of the disability retirement application and shall provide such input as deemed appropriate.

The parties shall consider each worker's suitability for continued employment on a case-by-case basis and in its deliberations shall consider the alternative of modified duty in applying the "reasonable range of duties" concept. In making these determinations, factors to be considered include the following:

- The worker's age and number of years remaining to normal retirement.
- The previous work record of the worker.
- The type of disability and the possibility of re-injury.
- The availability of an alternate position within the employing department or performing related duties in another department or the possible creation with City Council approval of a different position performing related duties in the employing department.
- The willingness of the worker to voluntarily transfer to an unrelated alternate position in a different City department.
- The financial impact on the City of the various alternatives available. This should include consideration of the following factors: Whether the impairment was industrial or non-industrial in nature; the value of the work to be performed in the alternate position; and the availability of Modified duty.
- Modified duty assignments will be made available to all SEIU workers pursuant to the City's Modified Duty Program when such assignments are available.

- The Union may make recommendations but the final decision shall rest with the City.

25.0 PROMOTION, TRANSFERS AND VOLUNTARY DEMOTION

25.1 Initial Probationary Period

The probationary period is intended to allow the worker to become proficient in the particular position and for the appointing authority to adequately judge this proficiency. The probationary period for new workers shall be twelve (12) months, during which workers may be rejected without the right of appeal. Permanent appointment of a probationary worker shall begin with the date ending the probationary period.

25.1.2 Exclusions of Time

The probationary period shall not include the time served under any temporary appointment.

25.1.3 Lay Off During Probation

A probationer who is laid off during the probationary period shall, in the event of re-employment, be required to complete the balance of the probationary period.

25.1.4 Promotion during Probation

The serving of a probationary period shall not, of itself, prevent a worker from being promoted to a position in a higher class, provided the worker is certified from an appropriate eligible list for such higher class of position in accordance with the Merit System Rules. If, within the above mentioned limitations, a worker is promoted in this way during a probationary period, the probationary period for the class of position to which the worker is promoted shall begin with the date of appointment to such latter class of position.

25.1.5. Promotional Probation Period

The probationary period for promotional appointments shall be six (6) months.

25.2 Transfers

Transfers shall mean a change of positions within the same class or comparable class with a salary differential of four and one-half percent (4.5%) or less between tops of ranges.

25.2.1 Transfer Posting

All vacant or newly created positions to be filled shall be posted for five (5) working days to allow sufficient time for a worker to consider requesting a transfer. The five (5) day posting period may be waived by mutual agreement between the Union and the City. Any employee who applies for a transfer will be notified of the approval or denial of the request.

25.2.2 Transfer Requests

Transfer requests to vacant positions will be considered prior to the position being filled from an eligible list. Workers so transferred who successfully complete the one hundred twenty (120) day probationary period may request a subsequent transfer only upon the completion of two (2) years of performance in the transfer position. The foregoing applies to workers in the classification of Maintenance Worker I, Maintenance Worker II, Facilities Maintenance Worker, Landscape Maintenance Worker I, and Landscape Maintenance Worker II. Any employee who applies for a transfer will be notified of the approval or denial of the request.

25.2.3 Transfer Within Classification

At the request of a permanent worker and with the approval of the Personnel Officer, a worker may transfer from their position to another position in the same classification which is to be filled on a different crew within the same Department. The employee may be required to demonstrate that they possess the requirements to perform on the new crew. Such a transfer shall require a one hundred twenty (120) day probationary period, during which time if management deems the worker unqualified on the new crew, or at the request of the worker, that worker shall be transferred to their old crew. Transfer requests to vacant positions will be considered prior to the position being filled from an eligible list. In the event that two (2) or more workers request transfer to the same vacant position, and such workers have relatively equal performance reports, and have the requirements to perform on the new crew, the worker with the longest City service in the classification shall be granted the transfer. Any employee who applies for a transfer will be notified of the approval or denial of the request.

25.2.4 Transfer Intra-Department

A transfer of a worker from a position in one Department of the City to a position of the same class in another Department of the City may be made at any time by the appointing authorities concerned.

25.2.5 Transfer Cross-Classification

At the request of a permanent worker and the approval of the Personnel Officer, a worker may be transferred from a position in one classification to a position in another classification with the same salary range involving substantially the same level of duties and responsibilities but requiring additional or different special requirements. The Personnel Officer may require the worker to demonstrate that they possess the additional or special requirements. A transfer from one classification to another classification shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

25.2.6 Custodian Transfer

In order to provide career growth and enhanced transfer privileges to permanent workers classified in the position of Custodian, the provisions of 26.2 of the MOU will be applicable to transfer from Custodian to Maintenance Worker I, regardless of the salary differential. In effecting a transfer under this provision, the transferred worker shall be placed at the step nearest to (but not less than) the salary in effect at the time of transfer. Advancement to subsequent steps in the Maintenance Worker I classification will be governed by normal step advancement policies.

Upon transfer from Custodian to Maintenance Worker I, a one hundred twenty (120) day probationary period shall be imposed, unless waived by the appointing authority. If permanent placement is not secured at the conclusion of probation, the worker shall have the right to retreat to a Custodian position.

25.3 Voluntary Demotion

At the request of a worker who has one (1) year of continuous merit system service, and with the approval of the Personnel Officer, a worker may be demoted from a position in one class to a position in another class with a lower salary range involving the same type of duties and responsibilities. The Personnel Officer shall require the worker to demonstrate in an examination that they possess any additional or special requirements. A demotion from one class to another shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

26.0 PROMOTION PROCESS

Promotional examinations shall be conducted on order of the Personnel Officer whenever practical and consistent with the best interest of the service. Workers are encouraged to prepare for, and compete in, promotional examinations. Only permanent workers who meet the requirements set forth in the promotional announcement may compete in promotional examinations. Reasonable consideration shall be given to length of service and demonstrated capacity to perform the duties of the higher position. There shall be no age limit for qualifying a worker within the classified services for a promotional examination.

26.1 Appeal of Promotional Examination

Any candidate shall have the right to file in writing with the Human Resources Department an appeal against any part of the examination process. Such appeal shall cite the item, decision, action, or portion of the examination process against which the appeal is directed, the reason for the appeal, and the action requested in sufficient detail to enable the reviewing authority to understand the nature of the appeal.

26.2 Process for Appeal and Timelines

Any appeal against an examination shall be submitted within the appeal periods specified in Section 2 of the City's Personnel Rules and Regulations.

26.2.3 Release of List during Appeal

No employment list shall be established until all of the disputed questions and disputed portions of the examination have been resolved. The administration of an examination need not be postponed pending outcome of any appeal directed against any portion of it.

26.2.4 Administrative Response to Appeal

Appeals shall be handled by the Human Resources Director who may consult with the Department, experts in the field, or other resources to determine whether the question or questions should stand, alternate answers be approved, or be eliminated.

26.2.5 Committee to Review

The Human Resources Director shall then convene a committee composed of one (1) member of the Personnel Board, the Human Resources Director, and one (1) member of a recognized worker group other than the group representing the appellant or the position for which the examination is being given. The decision of the committee shall be final and conclusive. For the purpose of selecting the worker group representative, each worker group shall annually submit a name of one (1) of their members and the Human Resources Director shall randomly choose from the submitted names. The person making the appeal shall have the right to be present and to be represented by an individual or individuals of her or his choice.

26.2.6 Request for Reason for Denial

When a promotional process has been completed and an appointment made, a worker who did compete for the promotion but did not receive it, may request in writing the reasons for their not being promoted. Such request of the worker must be made within thirty (30) days of the appointment. The City shall respond to the request in writing or by meeting with the worker, and their designated representative, if desired, within ten (10) days. The purpose of this section is to provide positive consultation to a worker for the purposes of strengthening his abilities to compete

in future promotional opportunities. Nothing in this section shall be deemed to be an abridgement of the sole judgment of the City in setting criteria for promotions and making the appointment; nor is such action, including the response by the City to the worker's request subject to grievance appeal, through the grievance procedure, except as may otherwise be allowed by this Agreement, City rule, regulation or ordinance, or other applicable laws or regulations.

27.0 TEMPORARY VACANCIES

27.1 Work out of Classification Coverage

Pay for work out of classification is for the purpose of filling temporary vacancies for the term of absence of the regular worker. In the instances where the temporary vacancy is, or is expected to be, longer than two (2) months, management will rotate the assignment to workers beginning with the most qualified senior worker who, in the sole judgment of the City, is most capable of carrying out the assignment.

27.2 Pending Examination

In the event a promotional position is vacated, and if an out of class assignment is to be made, the term of the work out of classification assignment shall not exceed the period necessary to complete the examination process, including appeals, and to make an appointment. In the event more than one (1) worker who is qualified exists, in the sole judgment of the City, the anticipated period necessary to complete the examination process shall be divided as equally as possible among the qualified workers.

- a. As soon as administratively possible, notice of vacant position and anticipated period of vacancy shall be posted.
- b. Workers shall have ten (10) days to apply to temporarily fill vacancy by contacting the Department Head.
- c. The department has ten (10) days to assign equal periods of time in vacancy to all qualified interested workers, except when the immediate needs of the Department necessitate that such assignment not be made. In these cases, such assignment will be made as soon as administratively possible.
- d. Temporary filling of vacancy shall occur immediately after the assignment schedule is completed.

27.3 Provisional Appointments

It is understood that during the term of this MOU that provisional appointments shall not be implemented for positions covered by the SEIU Unit, except by mutual agreement.

27.4 Certification

When an open competitive or promotional examination process is used to fill a vacant position, the Human Resources Director shall certify from the appropriate list the names of all eligible candidates. The employment list will be provided in ranking order with scores and the appointing authority may select from anywhere on the employment list.

27.5 Credit for Previous Employment

In the case of all open competitive examinations, City workers 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 ranking attained by them in examination after such credit of five (5) points shall have been added.

28.0 LAYOFF PROVISIONS

28.1 Layoff Definition

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.

28.2 Service Seniority

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

- Emergency appointment under SMMC 2.57.060(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 case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

28.3 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 28.4 (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.

28.4 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 28.2, 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 re-titled 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, they 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.

28.5 Mutually Agreed Upon Transfer in Lieu of Layoff

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.

28.6 Severance Package Upon Layoff

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.

28.7 Salary 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.

28.8 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.

28.9 Employee Layoff Response Timeline

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.

28.10 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 a layoff.

28.11 Layoff Appeal Provisions

An employee may not appeal the decision to layoff their position except as stated in Section 28.10, but may appeal the order of layoff, the bumping provisions (except the tests 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.

28.12 Recall and Reinstatement from Layoff

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 they are 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 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, they 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 address 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.

28.13 Layoff Impact 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 but no later than thirty (30) calendar days prior to any actual lay-off, 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.

29.0 REEMPLOYMENT AND REINSTATEMENT

29.1 Reemployment Following Resignation

Any permanent worker who resigns City service in good standing may be reemployed to their former classification, provided there is a vacancy, all promotional and reinstatement lists have been exhausted, the worker meets the qualifications of the classification, and the Department Head approves. In the event the worker is reemployed within six (6) months of the worker's resignation, the worker shall not be obligated to serve a new probationary period and shall receive credit for their former employment in computing salary, vacation, sick leave, and other benefits. If the worker is reemployed after six (6) months have elapsed from the worker's resignation, they shall be considered to be a new worker for all purposes.

29.2 Reinstatement Following Promotion or Transfer

Any classified worker who is rejected during the probationary period from a position to which they have been promoted or who is dismissed from an unclassified position to which they have been promoted or transferred shall be entitled to be reinstated to their former position, or comparable position, unless the worker is dismissed in the manner prescribed for the classified service.

Workers reinstated under this section shall not be subject to a probationary period and shall receive credit for former employment in computing salary, vacation, sick leave, and other benefits.

29.3 Reinstatement Following Disability Retirement

Any past, present, or future classified worker on disability retirement who is taken off disability retirement by action of the Public Employees' Retirement System shall be entitled to be reinstated to the worker's former position, or comparable position, within thirty (30) days of such action provided such employee possesses the skills and abilities to perform the major functions of the job. Workers reinstated under this section shall not be subject to a probationary period and shall receive credit for former employment in computing salary, vacation, and other benefits.

30.0 SEPARATION FROM SERVICE

30.1 Seniority Following Service Retirement or Termination

Classification and City service seniority shall end for all purposes upon service retirement or termination.

30.2 Termination Allowance

30.2.1 No Payments of Sick Leave for Disciplinary Termination

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.

30.2.2 Sick Leave Upon Retirement

Workers participating in the sick leave/vacation leave program, upon retirement, shall be paid for one-half (½) of accumulated sick leave, up to a maximum of sixty (60) days payment.

30.2.3 Additional Termination Pay

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 additional day for each complete year worked thereafter.

30.2.4 Runout of Vacation

Employees 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 employee's final paycheck. The intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for less than thirty (30) calendar days.

31.0 PERSONNEL ADMINISTRATION

31.1 Performance Evaluations

Employee performance goals shall be mutually set by the employee and supervisor early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals shall occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year. The employee shall have two (2) days to review the performance evaluation before signing the document.

Performance evaluations may be appealed to the Human Resources Director within ten (10) working days of receipt of the document by the worker. The worker may have union representation and witnesses can be called at the time of review with the Human Resources Director. Human Resources Director will issue a written decision within ten (10) working days of the hearing. The decision of the Human Resources Director shall be final.

31.2 Personnel Files

31.2.1 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.

31.2.2 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. 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.

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 or reprimand or warning which the worker feels is factually incorrect, they 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. 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. 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 one (1) year upon the written request of the worker and approval by the Human Resources Director provided there has not been subsequent discipline.

31.3 Classification and Compensation Review

The City and the Union will meet upon the request of the Union, during September of any year, to review an identified need for a classification and/or compensation review based on significant changes in job requirements or job duties, and the fact that the City has experienced sustained recruitment or retention difficulties. The parties will review comparable wage and benefits offered in surrounding cities, as listed in the MOU, and discuss options for addressing concerns. The City agrees to conduct the review by January of the next calendar year and will meet with the Union to discuss results of the review prior to making any recommendations, if any, to City Council.

Nothing shall prohibit the City from initiating additional classification and compensation reviews

deemed necessary by the City during the term of this Agreement.

Additionally, the Union may identify up to 3 non-benchmark classifications each year for review.

In the event the Union disagrees with the finding of the review, the Union may appeal the Human Resources Director's determination to the Personnel Board, to the extent the Personnel Rules provide.

In the event the City is facing severe economic hardship, the City and Union will meet and confer regarding if and when the results of the review will be implemented.

31.3.1 Appeal Timelines

The Union must deliver a written notice of appeal, containing reasons for the appeal, to the Human Resources Department within ten (10) working days of the date that the written notice of classification and/or compensation recommendation is made. In the event the Union fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the right to appeal is lost.

When the Human Resources Department receives a timely notice of appeal, the Human Resources Director shall schedule the matter for hearing at the next available regular meeting of the Personnel Board at least fifteen (15) work days after receipt of the notice of appeal.

31.3.2 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) work 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.

31.4 Reclassification Procedure

During the term of this Agreement, an individual 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 and comments, the request shall be forwarded, within thirty (30) calendar days, to the Human Resources Director, who shall respond to such request within sixty (60) calendar 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.

32.0 TRAINING AND CAREER DEVELOPMENT

32.1 Training

Department Heads will ensure that training opportunities which are available to SEIU workers will be posted on departmental bulletin boards. The City will make every effort to train its workers on an equal basis.

Professional and technical employees 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.

32.2 Tuition Reimbursement

Employees shall be entitled to reimbursement for tuition, books and fees for education 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.

33.0 HEALTH AND SAFETY PROVISIONS

33.1 Chemical Spray Training

The City shall continue its efforts to ensure that workers mixing and applying herbicides, insecticides, and/or pesticides receive sufficient training with the goal that at least one (1) worker per district performing such work attain a pesticide applicators certificate.

Any employee who is required by the City to maintain a pesticide applicators' certificate shall be reimbursed for the cost of the renewal of the certificate and required education courses and shall be provided City time to attend such required educational courses.

33.2 CalOSHA Requirements

In California every employer has a legal obligation to provide and maintain a safe and healthful workplace for employees, according to the California Occupational Safety and Health Act of 1973. As of 1991, a written, effective Injury and Illness Prevention (IIP) Program is required for Every California employer. The Union will cooperate with the City by encouraging all workers to perform their work in a safe manner and abide by applicable safety regulations. The Union shall be represented on each Safety Committee covering SEIU Maintenance Unit workers.

33.3 Safety Committees

The City coordinates safety efforts through the use of functional safety committees in Parks and Recreation, at the Wastewater Treatment Plant and the Public Works Corporation Yard.

33.3.1 Structure of Safety Committee

- a. Each committee will be established with representatives from each division.
- b. The committees will meet at least quarterly and minutes will be taken which indicate the recommendations made and their ultimate outcome. Minutes will be retained for a minimum of one (1) year.
- c. Copies of employee accident reports will be reviewed for the purpose of determining how a repetition of the accident can be avoided.

33.3.2 Recommendations of Safety Committee

Should the Safety Committee recognize a safety issue(s) that requires supervisor or managerial attention, the finding(s) will be forwarded in writing. A response will be provided in writing within fourteen (14) days. Thereafter, should the issue require correction, it will be completed within fourteen (14) days.

- a. Exception. Should the corrective action (s) require more than fourteen (14) days, management will notify the Safety Committee in writing of the reason(s) for the extension of time and when the corrective action will be completed.

- b. Should the Safety Committee recognize a serious safety hazard that calls for immediate managerial attention and abatement, upon agreement by all parties concerned, the safety hazard shall be corrected immediately.

33.4 Safety Clothing/Equipment and Uniforms

The monetary value for the purchase of uniforms and the maintenance through the City-contracted uniform company is reportable to PERS as “special compensation”. This excludes items that are for personal health and safety such as protective garments and safety shoes. The Public Employees’ Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as “special compensation” for CalPERS new members.

33.4.1 Safety Clothing/Equipment

The City will provide up to two hundred and fifty dollars (\$250.00) per fiscal year toward the reimbursement of safety shoes, socks, and orthotics.. Said reimbursement shall be against original official receipts for safety shoes, socks and orthotic expenditures. Safety shoes are defined as any Safety Committee recommended shoe. The City shall continue to supply all required safety equipment.

33.4.2 Uniforms

The City shall provide uniforms for any employee required to wear a uniform in the course of their duties.

Crews regularly exposed to vehicle traffic shall wear safety shirts. Determination of street traffic exposure shall be made by the supervisor.

The City will provide a uniform jacket to each worker. Said jacket will be from the City's uniform supplier or purchased and provided by the City. The worker will be provided one (1) jacket every year. Each worker will be responsible for maintenance of the issued jacket.

A jacket may be replaced after one (1) year from date of issue. The jacket being replaced shall be exchanged for the new jacket. The Department may elect to replace a jacket more than once a year if it is determined that the jacket was damaged or destroyed in the discharge of the worker's duties.

The monetary value of the uniform, as determined by the City, is five hundred dollars (\$500.00) annually. To the extent required by CalPERS, City will report the value of uniforms to CalPERS as special compensation for CalPERS classic members.

34.0 JUST CAUSE FOR DISCIPLINE

The appointing power may suspend or dismiss any worker in the classified service except that no such permanent worker shall be suspended or dismissed except for reasonable cause and subject to the right of appeal through the grievance and appeal procedure.

The tenure of every worker holding permanent status hereunder shall be during good behavior and the rendering of efficient service but any worker may be dismissed for cause.

35.0 GRIEVANCE

35.1 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.

35.2 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.

35.3 Informal Discussion

Not later than fifteen (15) working days after the date 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 supervisor. The supervisor shall respond, orally, unless requested by the employee that it be in writing, to the employee not later than ten (10) working days thereafter.

35.4 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 they receive 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.

35.5 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.

35.6 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.

35.7 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.

35.8 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.

35.9 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.

At times, the City agrees to permit an additional steward in training to attend grievance meetings as orientation to the Grievance Process. Copies of all written grievance documentation will be provided to the Association and the representing steward.

36.0 DISCIPLINARY PROCEDURE AND PERSONNEL BOARD PROCESS

36.1 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):

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

36.2 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.

36.3 Disciplinary Action

36.3.1 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 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;

- b. 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;
- c. A statement must indicate the cause for the proposed disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- d. A statement which generally describes any actions taken against the worker during the last five (5) years and which relates to the current proposed disciplinary action;
- e. 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. 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.

36.3.2 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:

- a. Statement of the disciplinary action taken against the worker;
- b. 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;
- c. A statement must indicate the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- d. 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;
- e. 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.

36.4 Appeals

36.4.1 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.

36.4.2 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:

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

36.4.3 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) days after receipt of the notice of appeal.

36.4.4 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) 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.

37.0 WASTEWATER TREATMENT PLANT OPERATIONS

37.1 Work Schedule at Wastewater Treatment Plant: Operator Series

The City will make every reasonable effort to see that operators at the Wastewater Treatment Plant get every other weekend off.

The City and SEIU agree to a twelve (12)-hour work schedule for the classifications of Water Quality Plant Operators I, II and III and Water Plant Operators in Training (hereinafter Operators) at the City Wastewater Treatment Plant.

37.1.1 Hours

- a. **Day Shift Operators:**
6:00 a.m. to 6:00 p.m.
- b. **Night Shift Operators:**
6:00 p.m. to 6:00 a.m.

37.2 Operator Eight (8)-Hour Work Days

Operators on each shift will select an eight (8)-hour workday according to their Plant seniority, the Operator with the highest seniority having first choice. No two Operators on a shift will have the same eight (8)-hour day. Note: Shift Supervisors will be included in the selection process.

37.3 Schedule Change with Less Than 24 Hours' Notice

If the City is unable to give twenty-four (24) hour prior verbal notice to any Operator whose work schedule is changed due to an unforeseen schedule change, the City will pay that Operator time and one-half (1.5) overtime pay for the changed schedule hours worked.

37.4 Differential at Wastewater Treatment Plant

Shift differential for the hours 6:00 p.m. - 6:00 a.m. shall be paid at the rate of \$1.80 for each hour actually worked. Effective October 20, 2019, shift differential will be increased to \$2.50 for each hour actually worked.

37.5 Work Week at Wastewater Treatment Plant

The terms of this provision comply with the Fair Labor Standards Act. The following workweeks are established for the Operators:

- a. Shifts A & C (Day Shifts):
Workweek begins on Saturday at 2:00 p.m. and ends on the following Saturday at 1:59 p.m.
- b. Shifts B & D (Night Shifts):
Workweek begins on Saturday at 2:00 a.m. and ends on the following Saturday at 1:59 a.m.

37.6 Sick Leave

Operators will be charged on an hours-used, hours-charged basis for sick leave. For example, if an Operator is sick for a twelve (12)-hour work day, those twelve (12) hours will be deducted from their sick leave or annual leave balance; if an Operator is sick for an eight (8)-hour work day, those eight (8) hours will be deducted from their sick leave or annual leave balance.

37.7 Earned Time and Vacation

Operators will be charged on an hours-used, hours-charged basis for earned time or vacation. For example, if an Operator takes an eight (8)-hour day off, eight (8) hours will be deducted from their earned time or vacation balance; if an operator takes a twelve (12)-hour day off, twelve (12) hours will be deducted from their earned time or vacation balance.

Requests for vacation, holiday time, or E-time will be submitted no less than forty-eight (48) hours in advance of the requested time off so that relief coverage can be obtained.

37.8 Shift Assignment and Rotation

37.8.1 Assignment

Water Quality Plant Operators will be allowed to bid for shift based upon the same rules that now apply to preferred shifts under the MOU. In making assignments, Plant Management will consider the following non-prioritized factors: seniority; balanced shifts; ability to function on chosen shift; and plant operations and facility needs.

37.8.2 Rotation

After the completion of four (4) months, any Operator on a night shift may rotate to a day shift or may request to stay on a night shift upon written request to the Plant Manager. If a night shift

Operator requests to rotate to a day shift, and no day shift Operator having the same workdays volunteers to rotate to night shift, the Operator with the least seniority will rotate to the night shift. For purposes of this paragraph, "seniority" means time in a Merit System Operator position at the City Wastewater Treatment Plant.

Each shift rotation will be for four (4) months. Six (6) to eight (8) weeks prior to the next scheduled Operator rotation, Operators will be issued an Operator Shift Request Form. The Operator will return the completed shift request form to the Plant Operations Superintendent within seven (7) days from the date of issue. Operators will be assigned to a shift based on their request, seniority, balanced shifts and their ability to function on the chosen shift.

37.8.3 Operator III Shift Rotation

All Operator III's will rotate shifts every four (4) months. Shift rotation will be for a period of four (4) months. For purposes of this paragraph, "seniority" means the total time working in an Operator capacity at the San Mateo Wastewater Treatment Plant.

If mutually agreed upon between affected Grade III's and upon approval by the WWTP Manager, Grade III's can agree to stay in their respective shift schedule. Rotation should continue to be reviewed every four (4) months.

37.9.1 Involuntary Shift Assignment

Operators who have had problems functioning on their chosen shift can be assigned to other shifts at the discretion of Plant Management. Problems functioning on a chosen shift include, but are not limited to, unsatisfactory attendance, excessive tardiness or absenteeism, or sleeping on duty. A worker who is not satisfied with a change in shift assignment may submit an appeal to the Department Head within ten (10) days from receipt of notification of shift change. The Department Head shall review the issues contained in the appeal and determine whether the shift change is justified and appropriate. The Department Head shall notify the worker in writing of the results of their review within ten (10) working days of receipt of the appeal. The Department Head's decision is final and binding. The worker will assume duties on the changed shift pending Department Head review.

37.9.2 Meet and Confer

Prior to any shift change under Section 37.9.1 above, Plant Management will meet with the Union to discuss the reasons for and the effects of the proposed change on the bargaining unit and plant operations and attempt to reach mutual agreement on the implementation of the proposed change.

37.9.3 Notice of Scheduled Shift Change

Prior to any shift change(s), Operators will receive written notification advising of the scheduled shift change. Whenever possible, fourteen (14) calendar days' notice will be provided of a proposed shift change.

37.10 Holidays

Holidays at Wastewater Treatment Plant

- a. For Wastewater Treatment Operators the actual holiday is recognized.
- b. When a holiday falls on an Operator's regularly scheduled day off, the Operator will receive eight (8) hours of holiday time in their holiday balance.

- c. When an Operator is granted twelve (12) hours of time off on a holiday that they are scheduled to work twelve (12) hours, the Operator will be charged eight (8) hours for that holiday plus four hours from available leave balance.
- d. An Operator required to work a twelve (12) hour shift on a holiday will receive eight (8) hours of holiday credit and four (4) hours of regular pay. At the Operator's option, the eight (8) hour holiday credit may be either added to the Operator's holiday balance or taken in cash.
- e. An Operator required to work an eight (8) hour shift on a holiday will receive holiday pay as provided in the MOU.

37.11 Waste Water Treatment Plant Operator Certification Pay

Certification Pay shall be implemented first pay period after adoption of this Agreement as follows:

To be eligible for certification incentive pay, Waste Water Treatment Plant Operator Personnel must successfully attain certification in a grade higher than required in the employee's job specification. To continue to receive the differential, the operator must remain in good standing with the governing authority, including continuing education requirements. The employee may be required to submit yearly proof of certification. The failure of an individual to obtain the required training or maintain the certification shall terminate the incentive pay. The incentive is paid as follows:

Operator II holding Grade III Operator certification = \$300 per month (\$1.73 per hour)
Operator II holding Grade IV Operator certification = \$450 per month (\$2.57 per hour)
Operator II holding Grade V Operator certification = \$600 per month (\$3.46 per hour)
Operator III holding Grade IV Operator certification = \$325 per month (\$1.875 per hour)
Operator III holding Grade V Operator certification = \$500 per month (\$2.88 per hour)

37.12 Plant Mechanic Work Schedule

The City and SEIU agree to maintain a flexible work schedule that meets the operational needs of the Department.

37.12.1 Sick Leave

Workers subject to this subsection will be charged on an hours-used, hours-charged basis for sick leave. For example, if a Plant Mechanic is sick for a nine (9) hour work day, those nine (9) hours will be deducted from their sick leave or annual leave balance; if a Plant Mechanic is sick for a four (4) hour work day, those four (4) hours will be deducted from their sick leave or annual leave balance.

37.12.2 Earned Time and Vacation

Workers will be charged on an hours-used, hours-charged basis for earned time or vacation. For example, if a Plant Mechanic subject to this subsection takes a nine (9) hour day off, nine (9) hours will be deducted from their earned time or vacation balance; if a Plant Mechanic subject to this subsection takes a four (4) hour day off, four (4) hours will be deducted from their earned time or vacation balance.

37.12.3 Holidays

Workers entitled to a holiday on a workday other than a Friday pursuant to Section 17.1 or 17.2 of this MOU, shall receive a normal eight (8) hours of holiday time in their holiday balance and shall work from 6:30 a.m. to 11:30 a.m. on the Friday of the work week during which the holiday occurs unless that Friday is also a City holiday. When a worker is entitled to a holiday on a Friday pursuant to Section 18.1 or 18.2 of this MOU, the worker subject to this subsection shall receive a normal eight (8) hours of holiday time in their holiday balance for the Friday holiday and for any other work day during that week from 6:30 a.m. to 3:00 p.m. on each of the work days of that week that are not City holidays.

37.12.4 Holiday Exception

One Plant Mechanic III may elect to work the workday and work week specified in Section 7.9.1, subject to the other provisions of Section 7, except Section 7.1. Upon application of more than one Plant Mechanic III to elect an alternative schedule, Plant Management shall determine the one Plant Mechanic III to be assigned solely on the basis of seniority in the number of months worked with the City.

37.13 Wastewater Treatment Plant Mechanic Annual Certification Incentive

To be eligible for an annual certification incentive, a Wastewater Treatment Plant Mechanic must successfully attain and maintain certification in a grade higher than required in the employee's job specification. An employee will receive an annual certification incentive for the highest qualifying certificate in the series (not an aggregate of all certifications held).

The employee must provide proof of certification to the Wastewater Treatment Plant Maintenance Superintendent between May 15th – June 15th. Public Works shall submit a completed Personnel Action Form based on the highest-level certificate held by the employee at that time. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees are required to maintain their certification level and provide the Wastewater Treatment Plant Maintenance Superintendent with proof of certification between May 15th – June 15th each year.

Annual certification incentive amounts are as follows:

Plant Mechanic II with Grade III CWEA Certification = \$300.00

Plant Mechanic II with Grade IV CWEA Certification = \$400.00

37.14 Wastewater Treatment Plant Electrical Technician and Instrument Control Technician Annual Certification Incentive

To be eligible for an annual certification incentive, a Wastewater Treatment Plant Electrical Technician or Instrument Control Technician must successfully attain and maintain certification in a grade higher than required in the employee's job specification. An employee will receive an annual certification incentive for the highest qualifying certificate obtained in the series (not an aggregate of all certifications held).

The employee must provide proof of certification to the Wastewater Treatment Plant Maintenance Superintendent between May 15th – June 15th. Public Works shall submit a completed Personnel

Action Form based on the highest-level certificate held by the employee at that time. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees are required to maintain their certification level and provide the Wastewater Treatment Plant Maintenance Superintendent with proof of certification between May 15th – June 15th of each year.

Annual certification incentive amounts are as follows:

Grade III CWEA Certification = \$300.00

Grade IV CWEA Certification = \$400.00

38.0 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 as described by the relevant job description 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 complete the application and recruitment process.

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

Landscape Maintenance Worker I
Landscape Maintenance Worker II

Maintenance Worker I
Maintenance Worker II

Water Quality Plant Operator I
Water Quality Plant Operator II

Plant Mechanic I
Plant Mechanic II

Pump Station Mechanic I
Pump Station Mechanic II

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

39.0 CONTRACTING OUT

The City shall retain the right and obligation to maintain day to day services and operations through the retention of outside contractors 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.

In such instances where displacement of employees or elimination of vacant positions is not contemplated by the City, the City will provide a minimum of thirty (30) calendar days' notice to the Union of any new contract with a value of \$50,000 or more to be considered by the City Manager or City Council which provides for an outside contractor to perform work that traditionally has been provided by members of the bargaining unit.

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.

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.

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.

40.0 MISCELLANEOUS PROVISIONS

40.1 Mileage Allowance

City workers who use their private vehicles for official business shall be compensated at the IRS rate. The City may not require a worker to use their personal vehicle for City business.

40.2 License Fees

The City shall pay all fees related to all certificates and licenses required in connection with City employment. This does not include basic (Class C) driver's licenses.

40.3 Medical Examinations

Any worker who, after employment, is required by the City to submit to a medical examination and disagrees with the findings of the physician, may have a review of their case through the grievance procedure.

41.0 NO STRIKES / NO LOCKOUTS

During the term of this Agreement, the City agrees that it will not lock out workers and the Union agrees that it will not engage in any strike growing out of any dispute relating to the terms of this Agreement. Observance of a legal primary picket line of a labor organization, sanctioned by the San Mateo County Central Labor Council or the San Mateo County Building and Construction Trades Council, shall not be considered a violation of this Article.

42.0 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.

43.0 TERMINATION OF AGREEMENT

This Agreement shall terminate as of 11:59 p.m., June 10, 2023.

In the event that this Agreement is terminated or expires the salaries and benefits paid on the date of termination shall remain in effect. Negotiations shall establish any changes from the last existing salary and benefits, as well as other conditions of employment. The use of a formula to establish salaries and benefits shall not establish past practice.

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 unless the changes are the result of meeting and conferring as required by law.

SIGNATURE PAGE

SEIU LOCAL 521

Tammy Dhanota

Tammy Dhanota, SEIU Local 521

John Chetcuti

John Chetcuti

Nicolas Imbody

Nicolas Imbody

Nataly Cruz-Bernal

Nataly Cruz-Bernal

Derek Bahamondes

Derek Bahamondes

Mark Hulett

Mark Hulett

Mark Cooper

Mark Cooper

CITY OF SAN MATEO

Stacey Cue

Stacey Cue

Teresa Abrahamsohn

Teresa Abrahamsohn

Richard Lee

Richard Lee

Matthew Zucca

Matthew Zucca

Kevin Kobayashi

Kevin Kobayashi

Date: 12/7/2021

EXHIBIT A
CLASSIFICATIONS IN SEIU MAINTENANCE UNIT

Central Services Worker	Snr Facilities Maintenance Worker
Custodian	Snr Parks & Landscape Maintenance Worker
Facilities Maintenance Worker	Snr Traffic & Lighting Technician
Golf Equipment Maintenance Specialist	Sweeper Operator
Instrument Control Technician	Traffic & Lighting Technician
Irrigation Specialist	Traffic Safety Worker
Japanese Garden Curator	Tree Maintenance Specialist
Laborer	WWTP Mechanic I
Landscape Laborer	WWTP Mechanic II
Landscape Maintenance Worker I	WWTP Mechanic III
Landscape Maintenance Worker II	WWTP Operator-in-Training
Light Equipment Mechanic	WWTP Operator I
Maintenance Planner	WWTP Operator II
Maintenance Worker I	WWTP Operator III
Maintenance Worker II	WWTP Electrical Technician
Public Works Maintenance Leadworker	
Pump Station Mechanic I	
Pump Station Mechanic II	
Pump Station Mechanic III	

EXHIBIT B

BENEFIT SUMMARY SHEET: SEIU MAINTENANCE UNIT 2019

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

Health	City Contribution \$160.00 month. Cash Distribution Employees hired prior to 7/1/06: City provides amount up to 90% of the Kaiser Bay Area family plan, with cash distribution as taxable income for employees who waive coverage or elect single coverage. Employees hired 7/1/06 or after: Depending on employee's insurance election, the City provides up to 90% of the Kaiser Bay Area family plan. Employees waiving health coverage receive \$160 per month as taxable income.
Dental Insurance	Fully City paid. Basic plan provides 100/80/80 coverage and has a \$3,000 annual maximum payment.
Vision Insurance	Fully City paid Vision coverage – Eligible employee and covered dependents with a \$25.00 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	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. See MOU for employee pickup of employee pension costs.
Deferred Compensation	Effective 6/11/2023 up to 0.5% of base pay City/employee match to 457 account. Effective 6/11/23, 1.0% City contribution to all employees.
Retirement Health Savings	Effective 6/11/23 City contribution of 0.75% to all employees. Effective 6/11/23, additional 0.75% to employees who meet MOU criteria.
Social Security	Paid equally by Employee and City.
Holidays	13 per year. See MOU for details.
Vacation	See MOU.

Sick Leave

12 days per year earned, unlimited accumulation; see MOU for specifics regarding use, extended sick leave, and family sick leave.

The above listing summarizes various benefit programs provided to members of the SEIU Maintenance Unit as of 2021. 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.

City of San Mateo
Human Resources Department

Side Letter of Agreement
Between City of San Mateo
And SEIU 521 Maintenance Unit

Annual Leave Program

Enrollment in the Annual Leave Program was closed on March 18, 2012. Employees who were enrolled as of March 17, 2012 may each choose remain in the Annual Leave Program while they remain employed in a classification covered by this MOU. Alternatively, they may each make an irrevocable election to leave the Annual Leave Program. No other employee in a classification covered by this MOU is eligible to participate in the Annual Leave Program.

Accrual

Paid Leave benefits under the Annual Leave Program are as follows:

<u>Yrs. of Service</u>	<u>Pd. Leave Days</u>	<u>Biweekly Hourly Accrual</u>
0.5 - 3 years	17	5.23 hrs. biweekly
4-9 years	22	6.77 hrs. biweekly
10 th year	23	7.08 hrs. biweekly
11th year	24	7.38 hrs. biweekly
12 years	26	8.00 hrs. biweekly
13-23 years	28.5	8.77 hrs. biweekly
24 years and beyond	31	9.54 hrs. biweekly

Annual leave credits may be accumulated to a total of 450 hours. Vacation and sick leave credits shall not accrue to workers participating in the Annual Leave Program.

Conversion of Sick Leave and Vacation Hours

Any balance of sick leave hours existing at the time the worker converted to the Annual Leave Program are retained by the worker as sick leave only. Sick leave hours shall be used or paid in accordance with the Memorandum of Understanding.

Any balance of vacation hours existing at the time that the worker converted to the Annual Leave Program shall be added to annual leave. Said hours shall be subject to the conditions outlined herein for annual leave usage.

Usage

Annual leave may be used for worker illness and family leave purposes, with the approval of the Department Head. Annual leave may be used for vacation or other personal reasons at the convenience of the Department with the approval of the Department Head. Annual leave may be taken in increments of one (1) hour.

Workers shall be paid for all accrued annual leave credits upon separation from City service.

Transfer Out of Annual Leave Program

Upon transfer from the Annual Leave Program to the sick leave/vacation program, annual leave credits become part of vacation leave only.

Sick Leave Payment Upon Retirement

The limit for payment for unused accumulated sick leave for employees participating in the Annual Leave Program upon service retirement shall be one hundred fifty (150) days at fifty percent (50%) of the total number of days accumulated; i.e., a maximum of seventy-five (75) days. Upon leaving the Annual Leave Program, the worker's accumulated sick leave entitlement for payment at retirement would be reduced from one hundred fifty (150) to one hundred twenty (120) days and paid at fifty percent (50%) of the total number of days accumulated; i.e., a maximum of sixty (60) days.

Annual Leave Advance

The City shall approve an annual leave advance for vacation purposes to a worker if requested by the worker seven (7) days before the date the payment is to be made. The amount shall be eighty-five percent (85%) of the previous net paycheck.

Proportionate Annual Leave

A merit system worker who works part-time shall accrue annual leave at a proportionate rate of full-time credit.

Sick Leave - Doctor's Certificate Requirement

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.

The 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.

Extended Annual Leave for Illness

After one (1) year of continuous merit system service, workers who have exhausted their earned annual 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, review by the Human Resources Director, and approval of the Personnel Officer. After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and the Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the worker's future annual leave accumulation during this period of extended annual leave.

Date: 12/7/2021

For the SEIU:

Tammy Dhanota

For the City:

Stacey Cue

Side Letter of Agreement

Between City of San Mateo and SEIU 521 Maintenance Unit

After Hours Protocol

The Landscape Resources Division has strived to reduce the number of after hour phone calls to entire staff. We will continue to review our protocols and training opportunities to ensure that on duty staff working nights and weekends are well prepared to manage unforeseen events.

In unique circumstances that arise where some staff could get calls after hours this protocol is meant to handle those situations.

- In the instance where a phone call is a few minutes long and is simple to answer there will be no additional compensation paid.
- If the employee needs to give more detailed instruction they will receive 15 minutes of overtime.
- Anything over two calls or 30 minutes in an evening or weekend day will be paid for the amount of time necessary to handle the call.
- The overtime rate shall be one and a half (1.5) times the worker's regular hourly rate.

In all cases the calls are to be reported to his/her immediate supervisor the next business day.

The employee who is called will document it on their next timecard.

Date: 12/7/2021

For the SEIU:

Tammy Dhanota

For the City:

Stacey Cui

Side Letter of Agreement

Between City of San Mateo and SEIU 521 Maintenance Unit

Contracting

The City of San Mateo and SEIU Local 521 agree:

- At SEIU’s request, meetings will be held between the Union, SEIU Maintenance Unit employees in the Public Works department, and the Director of Public Works;
- Meetings would be triggered by the Union/employee identification of specific contracts or services currently being performed by outside entities that they want analyzed for the feasibility and costing of City employees performing the work, including but not limited to, performing outside regularly scheduled shifts, nights and weekends;
- This shall be limited to four (4) meetings per year, unless there is a mutual agreement for additional meetings;

Date: 12/7/2021

For the SEIU:

Tammy Dhanota

For the City:

Stacey Cue

Side Letter of Agreement

Between City of San Mateo and SEIU 521 Maintenance Unit

Preparing Laborers for Promotional Opportunities

As a result of issues raised during the 2021 negotiations for a successor memorandum of understanding (MOU) the City has agreed to have the Department Heads for Public Works and Parks and Recreation review how their departments provide opportunities for employees in the Laborer classification to gain experience and training to prepare them to compete for promotion opportunities. The purpose of the review is to evaluate current practices and identify potential opportunities that can better prepare a Laborer to successfully compete for promotion opportunities.

The review will begin no later than 90 days after Union ratification and City Council adoption of a successor MOU and be completed within one (1) year.

Upon completion, the City will send a notice to SEIU and, upon SEIU's request, meet to discuss and review the results of their findings.

This letter will sunset at the expiration of the 2021 successor MOU.

Date: 12/7/2021

For the SEIU:

Tammy Dhanota

For the City:

Stacey Cue

Side Letter of Agreement

Between City of San Mateo and SEIU 521 Maintenance Unit

Uniform Committee

As a result of issues raised during the 2021 negotiations for a successor memorandum of understanding (MOU) the parties have agreed to establish a limited term committee regarding uniforms. The committee's purpose is to review processes and procedures of the maintenance unit departments/divisions including but not limited to issues with Cintas, the City's current uniform provider, maintain current uniform reimbursement and establish processes, and make recommendations. Union and management representation on the committee will consist of individuals from work areas requiring city-provided uniforms as well as Human Resources, Finance, and Union representatives.

The committee will begin meeting no later than 90 days after Union ratification and City Council adoption of a successor MOU. Upon completion of their work the committee will be disbanded.

Date: 12/7/2021

For the SEIU:

Tammy Dhanota

For the City:

Stacey Cue

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