

**CITY OF SAN MATEO**  
**AND**  
**SAN MATEO MANAGEMENT**  
**EMPLOYEES'**  
**ASSOCIATION**



**MEMORANDUM**  
**OF**  
**UNDERSTANDING**

**APRIL 13, 2025 – April 22, 2028**

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

Modifications to existing wages, hours and conditions of employment set forth below have been agreed to by the signatories to this Memorandum for implementation, for all employees represented by the Management Association hereafter called "Association." This Memorandum of Understanding shall remain in full force and effect upon the ratification of the members of the Association and approval of the City Council of the City of San Mateo. The Agreement of the parties is outlined in the Memorandum of Understanding which follows.

## **1.0 RECOGNITION**

The City recognizes the Management Association as the recognized employee organization representing those merit system classifications listed in Exhibit A and Exhibit B; as added to, or subtracted from, by formal action of the City Council creating or abolishing merit system classifications.

Those classifications which consist of non-confidential employees who meet the following criteria for merit system management employees shall be assigned to the Management Association:

- A. Any merit system employee having significant responsibilities for formulating and administering City policies and programs and
- B. Any merit system employee having authority to exercise independent judgment and effectively recommend the hiring, transferring, suspending, promoting, discharging, assigning, rewarding, or disciplining of other employees, or having the responsibility to direct them or adjust their grievances.

Those confidential employees who meet the following criteria for merit system management employees shall be assigned to the Management Association:

### **1.1 Confidential Employee Defined**

A Confidential Employee is any merit system employee who is privy to decisions of City management affecting employer/employee relations. Confidential employees are listed in Exhibit C of the MOU. Confidential employees are not precluded from participating in employee association activities except that Confidential Employees employed in the City Manager's Office, Human Resources, City Attorney's Office, and/or Business Services are precluded from representing the Association in labor negotiations.

### **1.2 Management Association Position Assignment**

Before any position is assigned to the Management Association a salary survey and proposed specification will be submitted to the Management Association for review.

### **1.3 Management Association Rights**

The Management Association shall have all of the rights and privileges established by applicable State or Federal law for such employees, including those rights and privileges provided under

Government Code Sections 3500-3510. For purposes of identification, this Association shall be titled the Management Association.

## **2.0 PROBATIONARY PERIOD**

The probationary period is the length of time required for an employee to become proficient in their position and for the Department Head to adequately judge the proficiency. Recognizing that individuals and positions vary, the standard probationary period for all positions shall be twelve (12) months but may be shortened or lengthened by up to six (6) months depending on the proven proficiency of the probationer and with the concurrence of the Department Head.

## **3.0 LIMITED DURATION POSITIONS**

The City may hire employees in limited duration positions (non-permanent positions) that will not exceed three (3) years for any of the following reasons: (1) where the position is created for a project(s) or work that is expected to be completed within three (3) years; (2) where the position is funded by grant funds of three (3) or less years in duration; or (3) where the position is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years. Employees shall be informed of the duration of the position at the time of employment. At the end of the position's duration, employment shall terminate and the employee shall not have layoff rights, bumping rights, severance payments or reemployment rights. Should an employee who was originally hired to fill a limited duration position be later appointed to a permanent merit position, his/her hire date will be that date that service began in the limited duration position.

## **4.0 SALARY**

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

### **4.1 Salary on Initial Appointment**

Salary at initial appointment should be the bottom of the established range for the classification. However, appointment may be made at a higher level on the recommendation of the Department Head.

### **4.2 Salary Advancement Within Range**

Salary advancement within a range shall be based on merit and performance as determined by the Department Head. Written objectives will be a component in the annual review of job performance. The supervisor's evaluation and recommendations will be used by the Department Head to determine employee's advancement within the range.

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

Other than the review process outlined in Section 4.3, no appeal shall occur from the decision of the supervisor and/or Department Head whether by discipline procedures, grievance, or otherwise.

#### 4.3 Salary Advancement Review

This subsection shall not apply to and does not include the Salary Adjustment in Section 7.0.

An employee who receives a salary advancement totaling less than four percent (4%) during a twelve (12) month period may request a review by the Department Head if the employee is not directly supervised by the Department Head or if so, by the City Manager/designee. Reviews in the City Manager's and Attorney's office shall be final with the City Manager and City Attorney, respectively. The review shall be completed within thirty (30) days. A request for review cannot be made more than once during a twelve (12) month period.

The City Manager/designee shall provide their decision to the Department Head and employee. The decision shall be final without right to appeal, whether by disciplinary procedures, grievance, or otherwise. Salary adjustments, if any, shall be effective in accordance with the decision of the Department Head/City Manager/City Attorney.

#### 4.4 Salary on Promotion

Upon promotion, salary shall be increased to the step of the higher classification that is at least five percent (5%) higher than the employee's current rate of pay.

#### 4.5 Salary on Demotion

"Demotion" means the change from one classification to a different classification where the maximum rate is lower than the maximum rate of the former classification. A demotion will be considered voluntary unless it results from the layoff or discipline process.

The salary rate for demoted employees shall be as follows:

<u>Reason</u>	<u>Rate</u>
Discipline	As set by discipline
Voluntary demotion, or layoff	Top of range
Failure to complete probation after promotion	Return to same relative percentage as held before promotion

#### 4.6 Salary on Transfer

"Transfer" means a change of positions within the same classification or comparable classification with a salary differential of five percent (5%) or less between tops of ranges.

#### 4.7 Salary on Classification Change

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

No appeals of salary decisions within the discretion of the Department Head or City Manager shall be subject to grievance or any other appeal.

#### **4.8     Salary on Military Leave**

All employees who have been granted a military leave may upon their return to City service be entitled to normal salary advancements within their pay-range occurring during their authorized absence.

### **5.0     CLASSIFICATION AND COMPENSATION REVIEW**

The purpose of the classification and compensation review will be to determine appropriate classification allocations and compensation for the Management positions in the City of San Mateo.

#### **5.1     Implementation**

In the event that a study of an individual classification is completed by the Human Resources Department upon the request of a Department Head, it may be implemented at a time other than the date for that Management Association annual increase. The following provisions shall apply:

- A.     If the individual study is implemented less than six (6) months before the next annual increase: a) the City shall again survey the compensation for the position in conjunction with the annual benchmark survey for the Management Association increase; and b) the position shall receive only the portion of the annual increase necessary to bring the position to market;
- B.     If the individual study is implemented six (6) months or more before the next annual increase, the position shall receive the full annual increase.

### **6.0     SPECIAL PAY**

#### **6.1     Bilingual Pay**

Based on the City and community need and the language proficiency of the employee, the Human Resources Director may approve bilingual pay for the Management Association classifications upon the recommendation of the Department Head. 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 \$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 over 30 days, he/she will not receive the bilingual differential for the remainder of the leave.

In order to ensure that employees retain bilingual proficiency, a periodic requalification may be required and will be administered by the Human Resources Department.

#### **6.2     Acting Pay (AP)**

In the event a Department Head determines that it is necessary to assign an employee to perform all of the duties of a higher paid classification, the employee shall receive the rate of pay for the higher classification. If an AP assignment is in a different bargaining unit, the employee will retain the benefits of their actual position.

Such rate of pay shall be at least five percent (5%) higher than the employee's current rate of pay except that if circumstances warrant, the City Manager may authorize a different salary in the established salary range.

In the event the City Manager appoints an employee in a Department Head AP assignment, the employee shall be paid a salary for the entire duration of the assignment which is the average of the established salary for the Department Head and the employee's current salary, except that if circumstances warrant, the City Manager may authorize a different salary in the established salary range. No additional differentials shall be paid during such period in a Department Head AP assignment.

AP assignments shall be no less than one (1) full pay period. An employee working less than one (1) full pay-period may receive differential pay for working out of their existing classification as defined by Section 6.3 Differential Pay.

#### 6.2.A. Temporary Upgrade Pay

When an employee is acting or working out of classification due to incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay (TUP). TUP, as defined by California Code of Regulation 571(a)(3), is compensation to employees who are required by their employer or governing board or body to work in a higher upgraded position/classification of limited duration.

TUP assignments shall be no longer than six (6) months in duration, unless an extension has been approved by the City Manager. The total TUP duration with an approved extension shall not exceed one (1) year.

TUP shall be reported to CalPERS as special compensation for classic members.

#### 6.2.B. Work Out of Class

Work Out of Class (WOC) appointments shall only be made for vacant positions during active recruitment. Gov. Code Section 20480 of the Public Employees' Retirement Law (PERL) defined an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence (see "Temporary Upgrade Pay" above).

For the purposes of this section, "active recruitment" is defined as the period of time commencing with the execution of the approved recruitment timeline.

WOC assignments shall be no longer than six (6) months in duration per fiscal year.

WOC Acting Pay is reportable to CalPERS as compensation for both classic and PEPRAs members.

#### 6.3 Differential Pay (DP)

If an employee performs a significant portion but not all of the duties of a higher paid classification for a minimum of one (1) shift, the employee may, upon department head approval, qualify for a differential pay (DP) to be determined by duties and level of complexity assigned.

#### 6.4 On Call Pay

Two percent (2%) will be included in base pay for the Systems and Network Manager, Network Administrator, Sr. Systems Analyst, Systems Analyst II, Senior Project Manager, GIS Coordinator, Network Analyst, Systems Specialist, Consulting and Applications Manager, Police Department Communications and Public Relations Analyst, and Public Works Supervisor in deference to the fact that they are required to respond when contacted on a regularly scheduled basis. When scheduled, they are required to be able to respond, if necessary, in a reasonable time period as defined by the Department.

#### 6.5 Wastewater Treatment Plant Shift Differential

Shift differential for the hours between 6:00 p.m. – 6:00 a.m. shall be paid at the rate of \$2.50 for each hour actually worked.

#### 6.6 Safety Officer Training / Coordinator Premium

One (1) Public Works Supervisor shall be paid a ten percent (10%) premium when assigned the responsibility of coordinating and instructing personnel in safety procedures.

#### 6.7 Extra Shift Pay

To ensure adequate coverage for the Dispatch unit, Dispatch Supervisors may be allowed to cover a vacant Dispatch shift provided no other Dispatcher has elected to cover it. If no Dispatch Supervisor elects to cover a vacant Dispatch shift, then and only then would it be offered to the Police Technical Services Administrator. This will be reviewed by the Department on a quarterly basis and the City will provide at least 30-days' notice when this practice will end.

Effective the pay period beginning October 13, 2024, Dispatch Supervisors will be paid in accordance with the Fair Labor Standards Act (FLSA) and the Police Technical Services Administrator will be paid at time and one-half of the regular rate of pay of a Step 5 Dispatch Supervisor when covering a Dispatch shift. Such shifts shall not impact the employee's normal work schedule.

The Police Chief or designee will have absolute discretion to determine the specific shifts that qualify for this program, with no appeal rights for the employee. The Police Technical Services Administrator is exempt from overtime under the Fair Labor Standards Act (FLSA). Extra Shift Pay is not overtime pay, and the parties agree that this provision does not impact the member's exempt status under the FLSA. Members shall not be entitled to overtime or compensatory time for such work.

### 7.0 **SALARY ADJUSTMENT**

#### 7.1 Performance Based Compensation Increases

The term compensation includes base salary, benefits, and Above-Market Median Pay (Section 7.4). Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of satisfactory or better will receive increases in base salary, as outlined in this section.

If one or more of the following has occurred within the twelve (12) months preceding the scheduled base salary adjustment, the amount of any increase will be determined by the Department Head.

- The employee has received an overall performance rating of less than satisfactory and a meeting has occurred prior to the performance rating that informed the employee of the performance difficulties.
- The employee has been placed on a performance improvement plan.
- The employee has received a letter of reprimand or disciplinary action.

## 7.2 Market Placement and Compensation Survey Data

The City agrees to provide survey data at the commencement of negotiations for a successor Memorandum. Data to be provided shall include: top step salary, employee-paid PERS employer cost, deferred compensation, Social Security (City share), health, dental, vision, life insurance, and LTD. Cities with populations from 50,000 to 150,000 in San Mateo, Santa Clara and Alameda counties will be surveyed.

The City will also provide the Association with an updated list of retiree health provisions for the survey cities.

During the term of this MOU, the parties agree to a limited reopener for the purposes of reviewing the comparable city requirements.

The parties will commence meeting no later than thirty (30) days following the City's notice to the Association of the intent to reopen.

The City will retain Bryce Consultants to prepare a total compensation survey for the following classifications:

- Assistant City Attorney
- Community Services Manager
- WWTP Laboratory Supervisor
- Parks and Landscape Manager
- Public Works Supervisor
- Regulatory Compliance Manager

The survey will utilize the same comparators and components of compensation as the surveys provided to the Association on February 7, 2025. This total compensation survey shall be completed within 60 calendar days of the adoption of the MOU, and promptly provided to the Association.

The City will schedule a meet and confer with the management employees' association board members to discuss the potential salary increases and develop a side letter to be approved by City Council.

## 7.3 Above Market Median Pay

The City Council, during the annual budget adoption process, will determine when additional compensation up to two and one-half percent (2.5%) may be provided to set salaries above the three county market median. In doing so, they will consider, among other factors, the employment market, attraction and retention history, as well as the City's financial health. Additionally, in recognition of a competitive labor market, the City Manager may offer additional compensation or benefits on a case by case basis for challenging recruitment and/or retention circumstances.

#### 7.4 Compensation Increases During the Term of this Agreement

Effective April 13, 2025, or the first full pay period following Council adoption of this agreement, whichever is later, the Unit will receive an across-the-board cost-of-living increase of three percent (3.0%).

Effective April 13, 2025, or the first full pay period following Council adoption of this agreement, whichever is later, the Unit will receive an across-the-board equity increase of two percent (2.0%).

In addition, the following equity adjustments will be made effective April 13, 2025, or the first full pay period following Council adoption:

Classification	Equity Adjustment
Community Services Section Manager	8.45%
Waste Water Treatment Plant Maintenance Superintendent	2.44%
Waste Water Treatment Plant Manager	5.14%
Waste Water Treatment Plant Operations Superintendent	2.44%
Waste Water Treatment Plant Shift Supervisor	2.44%

Effective April 12, 2026, the Unit will receive an across the board increase of three percent (3.0%).

Effective April 12, 2026, the Unit will receive an across-the-board equity increase of one percent (1.0%).

Effective April 11, 2027, the Unit will receive an across the board increase of three percent (3.0%).

### 8.0 **OVERTIME**

#### 8.1 Definition for Exempt Employees

- 8.1.1 Executive, administrative and professional employees as defined by the Fair Labor Standards Act (FLSA) are exempt from the provisions of this overtime policy. Federal standards concerning exemptions from federal wage and hour laws shall be used as a guide in determining such exemptions.
- 8.1.2 The regular salary is considered total compensation without any specific work schedule which might be required to carry out assigned responsibilities.
- 8.1.3 Notwithstanding this exemption, in the event of a work-stoppage, City Council declared emergency, or other concerted action necessitates the devotion of excessive working time by certain management employees in order to maintain essential public services, the City Manager may authorize, on a case-by-case basis, overtime pay at one and one-half (1 ½) times the employee's established rate of pay. Such authorization shall terminate upon cessation of the work stoppage, City Council declared emergency, or other concerted action.

## 8.2 Definitions for Non-Exempt Employees

8.2.1 Regular overtime is authorized time worked, except emergency overtime, by employees in excess of their regular tour of duty.

8.2.2 Emergency overtime is authorized time worked by employees when contacted outside of regular working hours and requested to report to duty because of an emergency, which is defined as an unpredictable occurrence at unscheduled intervals requiring immediate action.

## 8.3 Overtime Rate / Non-Exempt Employees

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

## 8.4 Overtime Minimum / Non-Exempt Employees

Overtime shall be of at least six (6) minutes at any one time in order to be compensable, except an employee called in for emergency overtime of any duration shall be compensated for a minimum of two (2) hours overtime.

## 8.5 Advance Overtime Authorization / Non-Exempt Employees

A specific advance authorization must be obtained from the Department Head/designee. In case of emergency, the employee may perform the required work pending the earliest opportunity to seek the approval from the Department Head.

## 8.6 Compensatory Time Off (CTO) in Lieu of Overtime/Non-Exempt Employees

Non-exempt employees may waive direct payment of overtime and in lieu thereof may accumulate equivalent time off at the one and one-half time (1½) rate to a maximum of eighty (80) straight time hours.

## 8.7 Management FLSA Exempt Leave

It is the intent of the parties to establish a system for exempt personnel that is in compliance with FLSA. Exempt employees shall be designated by the City.

Each employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), shall receive forty-eight (48) hours of paid leave of absence in each calendar year in recognition of time worked in excess of the normal City workweek. A department head may recommend to the City Manager that an additional amount of up to forty (40) hours of Management FLSA Exempt Leave be authorized. This additional leave may be granted based on excessive hours, the value of the extraordinary effort, and the performance of the employee. The City Manager has full discretion in deciding whether to grant additional leave.

Management FLSA Exempt Leave is to be scheduled by the employee, subject to the approval of the department head.

Management Exempt FLSA leave accrues on a pay period basis.

#### **8.7.1 Management Exempt FLSA Leave Maximum Balance/ Sell Back**

Management Exempt FLSA Leave shall have a maximum balance of eighty (80) hours. In the event that the additional hours granted by the City Manager take the employee over the eighty (80) hour maximum, the City will cash out any hours above the eighty (80) hour maximum accrual.

Employees may elect to sell back up to forty-eight (48) hours during a calendar year, following the procedure outlined in section 13.8 – Vacation Leave Sell Back. With Department Head approval, an employee granted additional Management FLSA Exempt leave hours under section 8.7.1 may elect to sell back up to an additional forty-eight (48) hours of executive leave, following these same procedures.

#### **8.8 Recording of Absences Less than Four Hours**

Exempt employees are expected to work a minimum of forty (40) hours per week. As their schedules may vary from day to day based on workplace needs, absences of less than four hours shall not be deducted from leave balances. Instead, employees may make-up absences of less than four (4) hours within a period of time requested by the employee subject to approval by the immediate supervisor.

#### **8.9 Trades**

For Dispatch Supervisors at the Police Department, trades of schedule are for the benefit of the employee. All such trades must be repaid within the current annual shift selection period or the particular trade will be disregarded by the City and cannot be made up.

### **9.0 ACCRUAL OF VACATION, SICK LEAVE AND HOLIDAY LEAVE**

Employees shall accrue vacation leave, sick leave and holiday leave on a pro-rata basis in proportion to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

Vacation leave, sick leave, and holiday credits shall accrue from date of appointment.

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. The intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for only a very short time period.

### **10.0 DAILY HOUR VALUE**

The hour value of a leave day for holidays, vacation leave, sick leave, or other leave shall be determined by dividing the average number or regularly scheduled weekly hours by five, which results in the ratio of hours of all weekly hour schedules to the five-day - 40-hour per week employee.

### **11.0 CONTINUOUS SERVICE**

Continuous service shall mean service in any merit classification since original appointment with the City, excluding any time prior to a break in service.

#### 11.1 Paid Time Off Impact

As used in this Section, one (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave, executive leave, holiday, compensatory time off, and/or vacation leave.

#### 11.2 Unpaid Time Off Impact

Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

### 12.0 **HOLIDAYS**

12.1 The holidays to be observed are as follows:

- A. New Year's Day, January 1st
- B. Martin Luther King's Birthday, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Juneteenth, June 19th
- F. Independence Day, July 4th
- G. Labor Day, 1st Monday in September
- H. Veteran's Day, November 11
- I. Thanksgiving Day, 4th Thursday in November
- J. The day after Thanksgiving
- K. Christmas Day, December 25th
- L. Every day approved by the City Council as a public holiday, public fast, or a day of mourning
- M. Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department. Employees shall accrue twelve (12) hours of floating holiday time during the first full pay period in January and July each year.

#### 12.2 Weekend Holiday Observance

Except as provided in 12.4, if a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on an employee's regularly scheduled day off, holiday time shall be granted.

#### 12.3 Work on Holiday

Employees required by their Department Head to work on an observed holiday shall be granted holiday leave or be paid at the employee's established rate of pay. The employee shall be allowed to select the type of compensation granted.

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

#### 12.4 Holiday Factor

The Wastewater Treatment Plant Shift Supervisors, Police Technical Services Administrator, and Dispatch Services Supervisor cannot always take holidays when they fall. The aforementioned positions shall be compensated for fourteen (14) holidays a year by being placed on a bi-weekly holiday factor.

#### 12.5 Holiday on Vacation

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

#### 12.6 Holiday Maximum Accumulation

The maximum accumulation is forty (40) hours.

#### 12.7 Holiday Factor

The Wastewater Treatment Plant Shift Supervisors, Police Records and Communications Manager, and Dispatch Services Supervisor cannot always take holidays when they fall. The aforementioned positions shall no longer accrue paid leave for the City's designated holidays. Effective April 19, 2020, employees in these classifications shall receive holiday-in-lieu pay at the rate of 5.4% of base pay each pay period. Remaining accrued holiday balances shall be used by May 29, 2021 or will be cashed out the following pay period and is not reportable to CalPERS.

### 13.0 VACATION

#### 13.1 Vacation Policy

Vacations are essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. It is the policy of the City not to allow the excess accumulation of vacation leave.

All full-time regular employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the City.

#### 13.2 Vacation Leave

	40-Hour Week	
Minimum Continuous Service	Vacation # of working days	Biweekly Accrual
From 0 through 12 years of service	20	6.16 hours
From 13 through 23 years of service	22.5	6.93 hours
At beginning of year 24 and beyond	25	7.7 hours

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

#### 13.3 Vacation Leave Accrual Cap

Employees may not accrue more than two times (2x) their vacation leave, unless accrual up to three (3x) times is approved by their Department Head.

#### 13.4 Vacation Scheduling

The time at which an employee may take vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the City.

### **13.5 Vacation Leave Maximum**

Employees may use only the vacation leave they have accrued. However, the Department Head is authorized to grant use of up to two (2) days' vacation in advance of accrual only in instances where vacationing employees are unavoidably detained through no fault of their own and they have no other accrued leave.

### **13.6 Vacation Accrual for Part-time Employees**

A merit system employee who works part-time shall accrue vacation at a proportionate rate of full-time credit.

### **13.7 Vacation Pay at Separation**

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

### **13.8 Vacation Leave Sell Back**

An employee who, at the time of election, has taken at least eighty (80) hours of accrued vacation, executive leave, and/or holiday leave during the preceding twelve (12) months may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation at the employee's established rate of pay.

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.

## **14.0 SICK LEAVE**

### **14.1 Purpose**

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

### **14.2 Family Sick Leave**

Employees are eligible to use, in each calendar year, up to six (6) days of accumulated protected sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means:

- Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);
- Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State);
- Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);
- Sibling; and
- An "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.

#### 14.3 Sick Leave Accrual

For full-time regular and probationary employees on a forty (40) hour workweek schedule, sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated.

Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work related disability, as long as the employee is in a paid status, prorated based on hours paid.

#### 14.4 Medical Professional's Certificate

A Department Head is responsible for determining that only bona fide personal or protected sick leave is taken, consistent with standards established by the City. This may include the submission of a medical professional's certificate with prior notice.

#### 14.5 Sick Leave Payout

##### 14.5.1 Service or Disability Retirement

Upon service or disability retirement, employees shall be paid fifty (50%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours payment. No payments of sick leave shall be due or owed to any employee who is terminated by the City under the discipline process.

##### 14.5.2 Severance Pay

All employees with one (1) year of continuous merit system service whose employment is terminated because of layoff or death shall be granted the most advantageous of the following two (2) options:

- Fifty percent (50%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours payment, or
- One (1) working day termination allowance at their basic pay rate, and one additional day for each complete year worked thereafter.

#### **14.6 Protected Leave**

Protected leave shall be granted in accordance with federal and state laws, including but not limited to the Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave.

Employees may refer to City-wide policies in the Human Resources Department.

#### **14.7 Bereavement Leave**

Leave of absence up to five (5) days without pay because of death in the immediate family of an employee shall be granted by the Department Head. Employees may use their eligible leave balances (e.g., sick leave, vacation, Management FLSA Exempt, holiday, or compensatory leave) to remain on paid status. Bereavement Leave may be taken intermittently and shall be completed within three (3) months of the date of death of the immediate family member.

For purpose of this subsection 14.6. (Bereavement Leave), "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, child of domestic partner, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, stepbrother, sister, stepsister, foster parent, foster child, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law or sisters-in-law, spouse's grandparents, or any other person sharing the relationship of in loco parentis.

### **15.0 INDUSTRIAL SICK LEAVE BENEFITS**

#### **15.1 Purpose**

Employees with an approved/accepted workers' compensation claim shall receive workers' compensation benefits in accordance with the Workers' Compensation Act of the State of California. If an employee is incapacitated because of an approved work-related injury/illness, such employee shall be entitled to pay as provided herein.

#### **15.2 Industrial Sick Leave**

For each approved workers' compensation claim, employees shall be allowed industrial sick leave (salary continuation) up to and including 480 work hours. Such industrial sick leave (salary continuation) shall be at full pay and will reflect any approved Workers' Compensation temporary disability (TD) payments to which such employee is entitled during such disability. This period shall not exceed 480 work hours from the start date of leave due to such approved workers' compensation injury or illness.

#### **15.3 Temporary Disability (TD) Payments**

Employees with an approved/accepted workers' compensation claim shall be entitled to TD as determined by the State Workers' Compensation Law. When the 480 work hours provided for under Section 15.2 are exhausted, available employee leave balances shall be granted to supplement TD payments. Available employee leave balances shall include sick leave, vacation leave, compensatory time off, holiday leaves, and management FLSA exempt leave. Employees shall not use leave balances for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

#### **15.4 Americans With Disabilities Act Amendments Act**

The City shall comply with the Americans With Disabilities Act Amendments Act (ADAAA) and shall provide reasonable accommodation to qualified individuals with disabilities or medical conditions.

#### **16.0 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 in accordance with the law.

The City-wide policy will adhere to applicable Federal and State laws regarding Family and Medical Leave.

#### **17.0 FAMILY-SCHOOL PARTNERSHIP ACT LEAVE**

California Government Code Section 230.8 entitles employees who are a parent, legal guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child in a licensed daycare facility or school (from birth through grade 12) up to forty (40) hours off per year, with a maximum of eight (8) hours per calendar month, to participate in school activities. Employees shall utilize vacation holiday, compensatory time, or Management FLSA Exempt Leave for the purposes of the planned absence. The type of leave used by the employee shall be at the sole discretion of the employee. Employees who do not have any accrued vacation, holiday, compensatory time, or Management FLSA Exempt leave are permitted to utilize leave without pay for this purpose. Employees shall give reasonable notice to their supervisor of the school activity planned absence and upon return to work, provide to their supervisor documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities. A Department Head shall not deny a request for this leave except for reasons critical to the department operations.

#### **18.0 JURY LEAVE**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Department Head immediately of the notice of jury duty and provides a copy of the notice.

#### **19.0 MILITARY LEAVE**

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

#### **20.0 LEAVE OF ABSENCE**

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best

interests of the City. Any request for leave of absence shall be made in writing and approved by the Department Head.

**20.1 State Disability Insurance Leave of Absence**

For approved leaves of absence covered by the State Disability Insurance (SDI) Program, employees shall integrate their accrued sick leave with SDI. Upon exhaustion of accrued sick leave, employees may elect to use accrued executive leave, holiday leave, and vacation leave or retain said accrued leave time for use upon return to employment.

**20.2 Non-State Disability Insurance Leave of Absence**

For all other approved leaves of absence, employees may elect to use accrued sick leave (provided eligible for sick leave), executive leave, holiday leave, and vacation leave, or retain their accrued leave time for use upon return to employment.

Employees who do not return to their employment on or before the date of expiration of their leave shall be deemed separated from the City as of such date of expiration, subject to due process.

**21.0 DISCIPLINARY PROCEDURES**

**21.1 Disciplinary Action Definition**

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

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

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

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

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

### 21.3 Disciplinary Action

#### 21.3.1 Notice of Proposed Discipline

Whenever a disciplinary action is proposed to be taken against a member, the member 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. A statement of the proposed disciplinary action to be taken against the member;
- 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 member so that the member can understand said charges;
- C. A statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- D. A statement describing any actions taken against the member in the past; and
- E. A statement advising the member that he/she has a right to Association representation.

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

#### 21.3.2 Notice of Disciplinary Action

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

Such written notification shall include:

- A. A statement of the disciplinary action taken against the member;
- 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 member so that the member can understand said charges;
- C. A statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- D. A statement describing any actions taken against the member in the past; and

- E. A statement advising the member that the written notice is to be placed in his/her official personnel file and that said member has a right to appeal to the Personnel Board.

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

#### 21.4 Appeals

##### 21.4.1 Time for Appeal

Any member against whom disciplinary action is taken shall have the right to appeal the disciplinary action; provided, however, that the member must deliver a written notice of appeal to the Human Resources Department within ten (10) working days of the date the written notice of disciplinary action was served upon the member. In the event member 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 member shall have no further right to appeal.

##### 21.4.2 Notice of Appeal, Contents

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

1. The name and address of the member;
2. The date of the disciplinary action and a statement of the effect that the member appeals from the disciplinary action; and
3. The notice of appeal shall be dated and signed by the member or by his representative.

##### 21.4.3 Setting Hearing Date

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

##### 21.4.4 Findings and Conclusions

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

##### 21.4.5 Discipline Prior to Hearing

A Department Head may impose discipline immediately. The discipline is subject to the administrative appeal process.

## **22.0 GRIEVANCE PROCEDURES**

### **22.1 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 or City ordinance vests or affords 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.

### **22.2 Grievance Definitions**

- A. **Grievance**  
A grievance is a good faith complaint of one (1) or a group of unit members or a dispute between the City and the Association 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 a unit member.
- C. **Party**  
As used in this procedure, the term “party” means a unit member, the Association, the City, or his/her authorized representatives.
- D. **Working Day**  
A working day or workday is defined as a day on which City Hall is open for business.

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

### **22.3 Informal Discussion**

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

### **22.4 Formal Grievance – Step One**

If after discussion with the immediate 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 unit member’s Department Head (or Department Head 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 unit member, the date and time of presentation affixed thereto, and signed as received by the unit member's division head.
- D. The grieving unit member's Department Head or his/her designee shall give his/her answer to the grievance in writing within fifteen (15) working days from the time he/she receives the grievance in writing. This first step answer shall include the following:
  - 1. A complete statement of the City's position and the facts upon which it is based.
  - 2. The remedy or correction that has been offered, if any.

#### 22.5 Formal Grievance - Step Two

If the grievance is not resolved at Step Two, the aggrieved unit member may appeal to an Adjustment Board. Appeals to the Adjustment Board 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 an Adjustment Board within ten (10) working days of receipt of the appeal. The Adjustment Board shall consist of two (2) persons appointed by the Association and two (2) persons appointed by the City Manager.

The Adjustment Board is empowered to call City unit members as witnesses.

A majority decision of the Adjustment Board shall be final and binding. The Adjustment Board shall render its findings and decision (if any) to the parties within ten (10) working days of its meeting.

#### 22.6 Personnel Board - Step Three

If the grievance is not settled by Step 3, the aggrieved unit member or City, not later than ten (10) working days after the decision is personally served or mailed by first class to the unit member's residence as shown on his records in the Human Resources Department, may submit a written appeal to the Personnel Board by delivery to the Human Resources Department. The appeal shall state the reasons for the appeal and the remedy requested.

The Personnel Board shall schedule a meeting within forty-five (45) calendar days of the date of appeal at which both sides can present their evidence and arguments. The Personnel Board shall render its decision within ten (10) working days of completion of the hearing and shall adopt its findings not later than at its next regularly scheduled meeting.

The Personnel Board is limited to interpreting the MOU and shall have no authority to modify the MOU or to provide any salary or benefit not expressly authorized by the MOU.

#### 22.7 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 unit member shall be the same time limitations regulating the Association and the information attributable to the individual unit member shall be attributable to the Association. 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; provided, however, that in no event shall the grievance be deemed to be upheld by the City’s failure to act timely.

#### 22.8 General

- A. Either party to this Memorandum shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- B. Unless where otherwise specifically provided in the Memorandum of Understanding, no matter shall be considered as a grievance under this Article unless it is presented in writing within fifteen (15) working days after occurrence of the events on which the grievance was based.
- C. A Bargaining Unit Representative or an Association representative shall have the authority to settle grievances for the Association or unit members at the respective steps of the grievances procedure.
- D. 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.
- E. Unit members may be represented by an Association Bargaining Unit Representative at all levels of the grievance process. Copies of all written grievance documentation will be provided to the Association and the representing Bargaining Unit Representative.

#### 22.9 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. Disciplinary actions;
- F. Letters of Reprimand; and
- G. Items that are expressly designated in this MOU as not subject to grievance.

## **23.0 LAYOFF**

### **23.1 Layoff Procedure**

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.

### **23.2 Seniority for Service Crediting**

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

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

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

### **23.3 Seniority for Layoff Purposes**

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

#### 23.4 Bumping Rights

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

- A. The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- B. 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.
- C. 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.

#### 23.5 Mutually Agreed Upon Transfer

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

- A. 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;
- B. 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.

#### 23.6 Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks pay for each complete year of service, to a maximum of six (6) months pay.

This severance package shall be in addition to any other buyouts and/or severance payments to which the employee is entitled under their MOU.

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

#### 23.7 Salary in Event of Change Due to Layoff

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

### 23.8 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 the Human Resources Department 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, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

### 23.9 Effective Date of Layoff

(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.

### 23.10 Appeal

An employee may not appeal the decision to layoff their position except as stated in Section 22.9 above, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager/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 the Association. 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 Office stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

### 23.11 Recall and Reinstatement

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 were 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 employees fail 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 leave of 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 of 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.

#### **23.12 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 reasonably possible, and afford the organization the opportunity to provide options/alternatives to layoffs for consideration by the City Council prior to the Council reaching a final decision.

### **24.0 REEMPLOYMENT**

Any past, present or future permanent employee, separated from a position through resignation and without fault of delinquency on their part upon recommendation of the reemploying Department Head may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment.

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

Any classified employee who is laid off or demoted in lieu of layoff and who is still interested in reinstatement on the expiration of the reinstatement list, shall be entitled to be reinstated to their former classification for a period of one year provided there is a vacancy, all reinstatement lists have been exhausted, and they have the highest layoff seniority. Employees reinstated under this

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

## **25.0 HEALTH AND WELFARE BENEFITS**

### **25.1 Health Insurance**

The City shall make contributions on behalf of those workers eligible for Group Medical Coverage under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per worker per month or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater. The City's health contribution for part-time merit workers shall be made on a prorata basis in accordance to hours on the payroll.

The City shall make available to eligible current and retired workers benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act.

### **25.2 Internal Revenue Code Section 125 Plan**

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

The parties are aware the Plan may be impacted by recent and ongoing changes in tax laws. The City agrees to meet and confer regarding proposed changes in the structure of the Plan prior to making changes. During the term of the agreement, the level of benefits and City's contribution as identified in Section 24.6 shall not be open to re-negotiation. Benefits shall be taxed as required by law.

### **25.3 Life Insurance**

Employees in the Management Association will be provided Fifty Thousand Dollars (\$50,000) of life insurance without regard to membership in any health plan.

### **25.4 AD&D Insurance**

Employees in the Management Association will be provided Ten Thousand Dollars (\$10,000) accidental death and dismemberment insurance without regard to membership in any health plan.

### **25.5 Dental Insurance**

The City shall provide dental care benefits for employees and their dependents including domestic partners. The dental benefits 100/80/80 include a maximum calendar year payment of \$3,000 and 50% orthodontic coverage with a \$3,500 lifetime maximum.

### **25.6 Flexible Benefits Plan**

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.

Effective January 1, 2020, the City shall contribute towards the flexible benefit plan up to \$1,798.26 (inclusive of the \$160 or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater).

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

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.

#### Waiver of Coverage:

For employees waiving health insurance entirely, the employee will be eligible to receive \$160.00 per month or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater 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.

#### 25.7 Long Term Disability Insurance

The City shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66  $\frac{2}{3}$ %) of full basic monthly salary less any deductible benefits.

#### 25.8 Vision Insurance

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

#### 25.9 State Disability Insurance (SDI)

Management Employees' Association members are covered by State Disability Insurance. State Disability Insurance shall be integrated with paid sick leave, and the combined amount shall not exceed the employee's regular biweekly earnings.

## **26.0 RETIREMENT BENEFITS**

### **26.1 Retirement Benefits**

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS).

### **26.2 Provisions**

The City currently provides the following retirement benefits:

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.

Social Security Coverage

COLA 2% in retirement

Death Benefit (DB) Continues (spouse continues to get DB after remarriage)

Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)

Military Service Buyback

Retired Death Benefit (DB) \$500

Prior Service Credit

Peace Corps: VISTA Buyback

### **26.3 Cost Sharing**

Effective April 13, 2014, classic members shall pay one-half the total normal cost for the 2% @ 55 Formula in accordance with Government Code 7522.30, to a maximum of 9.0% pensionable compensation on a pre-tax basis.

Effective April 13, 2014, new members shall continue to pay one-half the total normal cost for the 2% @ 62 Formula in accordance with Government Code 7522.30 on a pre-tax basis.

### **26.4 Deferred Compensation for Members of the Bargaining Unit**

Employees are eligible to participate in the City-offered deferred compensation 457 plans. The City shall pay biweekly contributions of an amount equal to 1.5% of the employee's base salary into his/her deferred compensation 457 plan for all Association members. Effective May 7, 2017, on a biweekly basis the City shall match up to an additional 1.0% of an employee's contribution into his/her deferred compensation 457 plan for all Association members.

Effective with the City's change to the calculation of the FLSA overtime rate to exclude 'pool money' (the City contribution to the cost of medical insurance premiums) from the calculation, for employees in non-exempt classifications only hired on or before the effective date of the change, the City shall make bi-weekly contributions of an amount equal to zero point nine percent (0.9%) of the employee's base salary into his/her deferred compensation 457 plan 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.

#### **26.5 Retirement Health Savings Account**

Effective the pay period of April 5, 2020, the City will contribute 0.25% of base salary per month for all classifications in the bargaining unit to a Retirement Health Savings Account (RHSA).

Effective April 19, 2009 the existing RHSA plan was modified to be compliant with IRS rulings covering individual contributions and separation pay.

The management employee association submits a side letter regarding retirement health savings contributions upon service or disability retirement annually. Refer to the current side letter for the approved contribution of eligible leave balances towards an employee's retirement health savings account based on years of service. The side letter is effective on a calendar year which runs from January 1 – December 31 annually.

The Association may elect to change the above conversion of separation pay arrangement for each successive calendar year of this Agreement. The Association must notify the City's Human Resources Department in writing no later than November 30<sup>th</sup> 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.

### **27.0 MISCELLANEOUS PROVISIONS**

#### **27.1 Mileage Allowance**

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

#### **27.2 Professional Dues**

Upon request, the City shall continue to pay a reasonable amount for membership dues for one professional organization for each employee in the Management Association.

The City shall reimburse employees for the renewal fee charged for up to one professional certification or license which employees may hereafter receive, which are required by the employee's classification. Verification of the renewal of the professional certification or license is required in order to receive the reimbursement.

#### **27.3 Personnel Files**

##### **27.3.1 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 member.

#### 27.3.2 Access and Contents

A member (or his/her representative, on the presentation of written authorization signed by the member) shall have access to, and the right to receive a copy of, the member'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 member in writing, signed by the employee. The member may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

#### 27.3.3 Letters of Reprimand

The City shall furnish the member copies of all letters of reprimand prior to placement of such documents into the member's personnel file, and copies of letters of reprimand shall be sent to the Human Resources Director. Upon receipt of a letter of reprimand which the member feels is factually incorrect, he/she may so advise in writing the department head and the Human Resources Director. The letters of reprimand may not be appealed through the grievance procedure. Letters of reprimand not submitted in accordance with the provisions above may not be introduced as evidence against the member.

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

#### 27.3.4 Performance Evaluations and Letters of Reprimand

Employee performance goals are set early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

If the employee disagrees with a letter of reprimand or a performance evaluation, that employee may discuss it with the Department Head (or the department head's designee, not below division manager). If the issuing supervisor is the employee's Department Head, the employee may discuss it with the Human Resources Director (or the Human Resources Director's designee, not below Human Resources Division Manager). An employee may also write a rebuttal to either a performance evaluation or a written reprimand and that document will be placed in the employee's personnel file.

#### 27.4 Flexible Work Hours or Telecommuting

Flex time can result in better morale and in reducing commute-related traffic congestion and is consistent with the City's interest in becoming a more sustainable community. Employees may propose an alternate work schedule (flexible work hours) such as the 9/80 or 4/10 plans with forty (40) hour workweeks. With department head approval, the use of alternative flexible work schedules can be implemented where such schedule can be accommodated without impairing departmental operation or service to the public. Such alternate schedules will not be unreasonably denied by the City. A decision not to approve an alternate work schedule proposal is not grievable. If a member's request for telecommuting or a flexible work hours schedule is denied, the Department Head will meet, upon the member's request, to explain the reason(s) for denial.

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

#### 27.5 Safety Shoes

The City shall provide a reimbursement of up to \$250.00 every two years for one (1) pair of safety shoes for the following classifications:

- Building Maintenance Supervisor
- Building Official
- Code Enforcement Manager
- Deputy Building Official
- Facilities and Fleet Services Manager
- Field Maintenance Manager
- Fleet Services Supervisor
- Golf Course Maintenance Supervisor
- Inspection Supervisor
- Managing Arborist
- Parks and Landscape Maintenance Supervisor
- Parks and Landscape Manager
- Project Manager I
- Project Manager II
- Public Works Supervisor
- Senior Code Enforcement Officer
- Senior Engineer
- Senior Project Manager
- Senior Traffic Engineer
- WWTP Maintenance Superintendent
- WWTP Operations Superintendent
- WWTP Shift Supervisor

Additional classifications may be approved for reimbursement by the department head as deemed necessary. Said reimbursement shall be paid against official receipts for safety shoe expenditures. Safety shoes shall be defined by a classification's standard or by the employee's department head.

#### 27.6 Housing Allowance

To assist with the cost of housing for management association employees and to encourage them to live as close to the City of San Mateo as possible, effective April 5, 2020 the City shall provide a \$200.00/month (\$92.31 biweekly) housing allowance.

#### 27.7 Reporting of Special Compensation

Special Compensation items must meet definitions listed in California Code of Regulations (CCR) Section 57(a) as well as the criteria outlined in CCR section 571(b) to be reported to CalPERS.

## **28.0 SEPARABILITY OF PROVISIONS**

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

## **29.0 TERM OF MOU**

This MOU shall terminate as of 11:59 p.m., April 22, 2028. The existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and conditions of employment not covered in this agreement for employees in this unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by law.

This does not preclude the City from increasing wages and benefits during such period as deemed warranted by the City Council.

SIGNATURES

FOR MANAGEMENT ASSOCIATION

FOR CITY OF SAN MATEO

By: Kevin Kobayashi  
Kevin Kobayashi

By: Stacey Cue  
Stacey Cue

By: Jay Yu  
Jay Yu

By: Aracelia Esparza  
Aracelia Esparza

By: Derek Bahamondes  
Derek Bahamondes

By: Jennifer Rosas  
Jennifer Rosas

By: Stephanie Piñon  
Stephanie Piñon

DATED: 6/3/2025

## **EXHIBIT A**

### **Non-Exempt positions** (as defined by Section 8.2)

Accountant II  
Business Systems Analyst I  
Golf Course Maintenance Supervisor  
Human Resources Analyst I  
Management Analyst I  
Project Manager I  
Wastewater Treatment Plant Shift Supervisor

## EXHIBIT B

### Exempt Positions (as defined by Section 8.1)

Accounting Manager  
Assistant City Attorney  
Budget Analyst  
Budget Manager  
Building Maintenance Supervisor  
Building Official  
Business Manager  
Business Systems Analyst II  
Code Enforcement Manager  
Communications and Public Relations Analyst  
Community Services Manager  
Community Services Section Manager  
Consulting & Applications Manager  
Deputy City Attorney I/II  
Dispatch Services Supervisor  
Economic Development Manager  
Engineering Manager  
Facilities and Fleet Services Manager  
Field Maintenance Manager  
Fleet Services Supervisor  
GIS Coordinator  
Golf Services Manager  
Housing Supervisor  
Human Resources Analyst II  
Inspection Supervisor  
Laboratory Supervisor  
Managing Arborist  
Management Analyst II  
Network Analyst  
Park Planning Administrator  
Parks and Landscape Maintenance Supervisor  
Parks and Landscape Manager  
Payroll Supervisor  
Permit Center Supervisor  
Plan Check Supervisor  
Planning Manager  
Police Evidence Analyst  
Police Records & Communications Manager  
Police Records Supervisor  
Principal Planner  
Principal Transportation Planner  
Project Manager II  
Public Works Supervisor  
Regulatory Compliance Manager

Senior Accountant  
Senior Business Systems Analyst  
Senior Code Enforcement Officer  
Senior Community Services Supervisor  
Senior Engineer  
Senior Human Resources Analyst  
Senior Management Analyst  
Senior Planner  
Senior Project Manager  
Senior Risk Management Analyst  
Senior Systems Analyst  
Senior Traffic Engineer  
Supervising Librarian  
Supervising Library Assistant  
Sustainability Analyst  
Systems Analyst II  
Systems & Networks Manager  
Systems Specialist  
Technical Support Supervisor  
Treasury & Debt Manager  
Wastewater Treatment Plant Maintenance Superintendent  
Wastewater Treatment Plant Operations Superintendent  
Wastewater Treatment Plant Manager  
Web Specialist

## **EXHIBIT C**

### **Confidential Employees in Unit (as defined by Section 1.1)**

Accounting Manager  
Assistant City Attorney  
Budget Manager  
Deputy City Attorney  
Human Resources Analyst I/II  
Payroll Supervisor  
Senior Accountant  
Senior Human Resources Analyst  
Treasury & Debt Manager

## EXHIBIT D

### BENEFIT SUMMARY SHEET

#### Management Association - 2017

The following list summarizes the various benefit programs in effect for members of the Management Unit as of April 2020:

DENTAL INSURANCE	City Paid, 100/80/80 \$3,000 annual maximum. Orthodontics - 50% to \$2,000 maximum (increases to \$3,500 lifetime maximum on 7/1/17).
HEALTH INSURANCE	\$160.00 per month City contribution
FLEXIBLE BENEFITS PLAN	See MOU for premium cost sharing
HOLIDAYS	13 per year -- see MOU for specifics.
HOUSING ALLOWANCE	Effective April 5, 2020: \$200.00 per month
LIFE INSURANCE	\$50,000 Life coverage; \$10,000 Accidental Death and Dismemberment Coverage contribution.
LONG TERM DISABILITY INSURANCE (LTD)	Full salary insured at 66-2/3% contribution.
MILEAGE ALLOWANCE	IRS Rate per mile paid to employee who uses personal car for business related purposes.
RETIREMENT PROGRAM	2% at 55 formula. Hired before July 1, 2012: one year final comp; on or after December 9, 2012 classic member; average of 36 months final comp.. Hired on or after January 1, 2013 new member: 2% @ 62 average of 36 months final comp.  Effective April 5, 2020, City will contribute 0.025% of base salary to a RHSA.
SHIFT DIFFERENTIAL	For WWTP Shift Supervisors only: \$2.50/hour.
SICK LEAVE	12 days per year earned; unlimited accumulation; see MOU for specifics regarding use, extended sick leave, and family sick leave.
SOCIAL SECURITY	Paid equally by City and employee @ 6.2% of first \$127,200 of earnings.
VISION INSURANCE:	Effective August 1, 1995, annual exam, lenses and frames with \$25 annual deductible.

DEFERRED COMP

See MOU for specifics.

The above listing summarizes various benefit programs provided to members of the Management Unit as of April 2017. The list is not inclusive and employees should refer to the MOU and/or contact Human Resources at x7260 if they have specific questions about benefits and/or benefit programs.

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CITY OF SAN MATEO  
AND  
SAN MATEO MANAGEMENT EMPLOYEES' ASSOCIATION

Letter of Understanding: Compaction

The City agrees that in negotiations for a successor contract, the City shall review salary differentials between the MEA and non-management employee organizations and take that differential into consideration when discussing compensation.

CITY OF SAN MATEO  
AND  
SAN MATEO MANAGEMENT EMPLOYEES' ASSOCIATION

LETTER OF UNDERSTANDING: BENCHMARKS

The City of San Mateo and the San Mateo Management Employees Association agree that prior to the expiration of this agreement, the Association and the City will meet and confer to determine the appropriate benchmarks for the purposes of the compensation data survey.