

*CITY OF SAN MATEO*  
*AND*  
*SEIU LOCAL 521*  
*NON-MERIT PART-TIME UNIT*



*MEMORANDUM  
OF  
UNDERSTANDING*

*EFFECTIVE:*

October 7, 2024 – June 5, 2027

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN MATEO  
AND  
SEIU LOCAL 521  
NON-MERIT PART-TIME 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 employees represented by the Service Employees International Union, Local 521, CLC. This Memorandum of Understanding shall remain in full force and effect for the term of this Agreement.

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

**1.0 RECOGNITION**

The City has recognized the Union as the exclusive bargaining representative for all regularly scheduled non-merit part-time employees within the bargaining unit in the classifications listed in Exhibit A attached thereto and made a part hereof provided, however, that any non-merit part-time employees who do not work a minimum of 416 hours per fiscal year, limited term and provisional employees and fixed term employees up to six (6) months are excluded from this bargaining unit. This agreement will also cover employees in a newly established classification, the majority duties of which are within scope of duties included in classifications represented by the Union. For purposes of identification, this unit shall be entitled the SEIU Non-Merit Part-Time Unit.

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

**2.0 NO DISCRIMINATION**

The City and the Union agree that there shall be no discrimination of any kind in accordance with California Government Code Section 12940.

**3.0 AT-WILL EMPLOYMENT**

Employees who have been employed in classifications covered by this bargaining unit shall be at-will employees and shall serve at the pleasure of the City. If the employee's employment is terminated, the employee may be provided the opportunity to explain to his/her supervisor reasons why his/her employment should not be terminated.

If the employment is separated for reasons of moral turpitude, the employee may have a Lubey hearing for the purposes of expunging his/her personnel file, but that employee will not be entitled to be reinstatement, damages or any other remedy.

## **4.0 UNION SECURITY**

### **4.1 Implementation**

As a condition of employment, all represented employees, as provided in Article 1.0 Recognition and hired after the adoption of this agreement, must either join the Union, pay a service fee deduction equal to the dues to the Union, or execute a written declaration claiming a religious or personal exemption from this requirement, as provided below. The City shall establish the necessary administrative processes to provide for dues and fee deductions as soon as feasible after adoption of this Agreement.

Any represented employee hired by the City shall be provided a notice advising that the City has entered into an Agency Shop agreement with the Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Union membership or service fee payment, as provided below. The Bargaining Unit will be responsible for compiling and updating informational materials provided to its members. If the employee fails to return the authorization forms within 30 days, the City will initiate payroll deduction for service fees effective the next full pay period.

Employees who voluntarily become Union members shall maintain their membership in the Union and pay Union membership dues for the duration of the Memorandum of Understanding. An employee may resign Union membership and become a service fee payer during a withdrawal period beginning sixty (60) calendar days before the MOU is set to expire, by mailing a notice of withdrawal via United States certified mail to SEIU, Local 521, Attention: Work Site Organizer, 558 Brewster Ave, Ste. 100, Redwood City, CA 94063 and providing a copy to the City of San Mateo's Finance Department, 330 W. 20<sup>th</sup> Ave, San Mateo, CA 94403, postmarked within the withdrawal period.

### **4.2 Waiver of Election for Newly-Represented Employees**

The addition of classifications and/or employees to the unit represented by the Unit shall not require an election for the application of this Agency Shop provision.

### **4.3 Religious Exemption**

Any represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within a reasonable time. The Union may challenge to the City Manager or his designee any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall be held/stopped pending resolution of the challenge. The City Manager or his designee's decision will be final.

### **4.4 Payroll Deductions and Pay-over**

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

Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Union dues and service fees.

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

#### **4.5 Financial Reports**

The Union shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.

Failure to file such a report within sixty (60) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

#### **4.6 Hold Harmless**

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions that the employee was obligated to pay, but failed to pay, regardless of the reason(s).

#### **4.7 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 UNION RIGHTS**

#### **5.1 Bargaining Unit Roster**

Twice a year upon written request of the Union, the City shall supply the Union with a written roster of the names, classifications, employee numbers, departments, phone numbers and addresses for all present and new employees in the SEIU Non-Merit Part-Time Unit. Additionally, such roster shall include lifetime hours in representative classifications. The rosters shall reflect all employees that have worked or have been scheduled to work four hundred and sixteen hours in the fiscal year. Such rosters shall be cost-free.

#### **5.2 Payroll Deduction**

The City shall deduct each biweekly pay period from the pay of each authorizing employee Union membership dues and other mutually agreed upon deductions. The City shall deduct monies designated for the Union's COPE program from the paycheck of employees who voluntarily authorize such deductions. The City shall remit such deductions promptly to the Union.

### **5.3 Bulletin Boards**

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

### **5.4 Access to Work Locations**

Staff representatives of the Union and stewards as designated pursuant to 7.1 are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Staff representatives of the Union shall notify management before proceeding to or at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Human Resources Director or an authorized representative.

### **5.5 Access to Facilities**

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

### **5.6 Employee Orientation**

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

## **6.0 UNION NOTICE**

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

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

## **7.0 STEWARDS AND REPRESENTATIVES**

### **7.1 Stewards**

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

Upon request, stewards shall be relieved from their assigned work duties by their supervisor when it does not conflict with work assignments to attend meetings arranged with management, to attend new employee orientation and to be trained by observing other steward's processing of a grievance and to act on matters within the scope of this contract.

### **7.2 Official Representatives**

A maximum of two (2) Union representatives shall be allowed concurrent time off without loss of compensation to meet and confer or meet and consult with City officials on matters within the

scope of representation. Additional representatives may be approved by the City for attendance at such meetings without loss of compensation where warranted. The Union shall submit the names of all such employees' representatives to the Human Resources Director at least two (2) working days prior to such meetings and the representatives shall advise their supervisor reasonably in advance prior to leaving their work assignments to attend such meetings. Every effort must be made to schedule away time to minimize the impact on the operations of the operating department.

## **8.0 CITY RIGHTS**

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

## **9.0 SALARY ADJUSTMENT**

Successful employee performance is a key factor in determining compensation. Employees with satisfactory or better performance typically receive increases in base salary in the form of across the board increases and, if applicable, progression through the steps in the classification system.

### **9.1 Compensation Increases During the Term of this Agreement**

The Unit will be given a base salary increase in conjunction with the corresponding merit classifications, as reflected in Exhibit A. The market median base salary adjustment will be effective on the same dates as merit classifications.

### **9.2 Salary Advancement Review**

(This subsection shall not apply to and does not include the Salary Adjustment in Section 9.1 above.)

Review for advancement to a higher step in the classification structure is typically done every 1600 lifetime hours. The date of a scheduled in-grade salary increase may be accelerated or delayed based on merit and performance, as determined by the department head. If a step increase is withheld from the employee on the basis of performance an explanation should be provided.

### **9.3 Adjustments for Recruitment and Retention**

The City Manager may adjust salaries above classification schedule for a hard to recruit or retain position to a particular classification. In doing so, s/he 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.

### **9.4 New Hire Compensation**

Nothing in this Memorandum of Understanding shall limit the City's right to appoint newly hired employees at steps above entry. 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.

## **10.0 DIFFERENTIALS AND PREMIUM PAY**

### **10.1 Bilingual Differential**

Based upon the City's need 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. Approval or rejection by the Department Head will be given within 10 business days of request. Following approval, the bilingual premium pay will be available to all employees who pass a basic proficiency test.

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. Re-qualification shall not be required more frequently than once each year unless there is a concern about the language proficiency of an employee.

### **10.2 Differential Pay Working Out of Class Pay**

Upon hiring, new employees shall be provided a copy of their classification description. If an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may, upon Department Head approval, qualify for a minimum of one (1) shift, qualify for a higher rate to be determined by duties assigned for this work out of class.

## **11.0 HOURS OF WORK**

### **11.1 Rest & Meal Periods**

Employees shall be provided rest breaks and meal periods as required by the California State law and be compensated in accordance with the Fair Labor Standards Act (FLSA).

### **11.2 Overtime Pay**

Overtime Pay will be paid in accordance with the Fair Labor Standards Act (FLSA).

## **12.0 HOLIDAYS**

Beginning January 1, 2009, employees in the SEIU Per Diem Unit who have worked a minimum of eight hundred (800) hours in the preceding fiscal year shall be entitled to Holiday pay.

The holidays to be observed are as follows:

Juneteenth	June 19th
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

To be eligible for Holiday pay for time not actually worked, the employee must be in paid status on their regularly scheduled work day immediately before and their regularly scheduled work day immediately after the holiday (this may or may not be the day adjacent to the holiday).

A qualifying employee regularly scheduled to work on Juneteenth, Independence Day, Labor Day, the Christmas holiday, or Thanksgiving will receive Holiday pay at their base hourly rate of pay for the hours they would have been scheduled (up to a maximum of eight (8) hours). If an employee is scheduled and works part of their regularly scheduled shift on the holiday, they will receive overtime pay at one and a half times their base hourly rate for the hours that they work. If they work part, but not all, of their regularly scheduled shift, they are entitled to holiday pay at their base hourly rate of pay for the *remaining hours* of their regularly scheduled shift (to a maximum of eight (8) hours).

## **13.0 HEALTH INSURANCE**

### **13.1 General**

The HealthWorx Health Insurance Plan is a health benefit for part-time non-merit employees who are not PERS retired annuitants and meet certain eligibility criteria, as outlined below. Coverage is for the part-time non-merit employee only, and does not cover spouses or other dependents. Part-time non-merit employees who have other health coverage are not eligible. Part-time non-merit employees who are eligible for and enroll in HealthWorx and who subsequently lose HealthWorx coverage for any reason will be offered COBRA.

### **13.2 Initial Enrollment**

Part-time non-merit employees in the classifications who have worked 800 hours in a fiscal year will be eligible to participate in the plan the following fiscal year. Coverage will begin on the 1<sup>st</sup> of the month following City receipt of completed enrollment forms. SEIU will administer benefits and the City will administer both initial and on-going, enrollments.

### **13.3 Ongoing Eligibility**

The ongoing eligibility period is from July 1, through June 30, of each year. An employee must continue to work a minimum of 800 hours per fiscal year to be eligible for continued enrollment in the plan.

At the beginning of each fiscal year, part-time non-merit employees who have worked 800 hours in the prior fiscal year will be eligible for the following year's coverage. Any individual who is not eligible (after having been eligible in the prior year) will be offered COBRA.

Health coverage will be terminated for covered part-time non-merit employees who:

1. Terminate employment during the year (benefits terminate at the end of the month of termination). For employees who hold positions whose work is based on seasonal demand, terminate employment during the season (benefits terminate at the end of the month of termination).
2. Fail to work 800 hours, as determined the following July (benefits terminate effective the 1<sup>st</sup> of the month following notification they are no longer eligible, and COBRA is offered).
3. Fail to work any hours in two consecutive pay periods (other than Maintenance Assistants or other seasonal employees as may be approved by the City).
4. Fail to pay within a single pay period their portion of cost (during the season or if they have elected coverage in the off-season, during the off-season).

### **13.4 Voluntary Withdrawal from HealthWorx**

If the non-merit part-time employee chooses to drop coverage and has had a qualifying change in family status, s/he can enroll in Flexible Spending Plan option (pursuant to 12.7) if otherwise eligible. Coverage will begin the first of the following month after eligibility is established. The non-merit part-time employee can revert to the HealthWorx option if otherwise eligible, and coverage will begin the first of the following fiscal year.

### **13.5 Cost**

For employees who work on a year-round basis, the City will contribute \$175 per month toward the premium, and the enrollee will be responsible for paying the remaining portion of the premium. Maintenance Assistants may opt for a seven-month billing cycle where the City will contribute \$300 per month and the employee is responsible for contributing the remaining portion of the premium. Other seasonal employees may request a seven-month billing cycle on a case by case basis and the City may approve this alternative billing cycle at its sole discretion. The City will require individual payments by part-time non-merit employees who do not work regularly or sufficiently to cover their premium expenses from their paychecks or the employee will arrange for direct payment with the carrier to ensure their premiums are paid in full.

The Maintenance Assistant must opt for this billing cycle during the open enrollment period. The \$300 is intended to be towards the purchase of medical coverage for the entire year. The \$300 per month is a \$2100 yearly total benefit and is intended to be a prepayment for year round coverage.

### **13.6 Termination**

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

### **13.7 Waiver of Health Insurance – Flexible Spending Plan**

Any part-time non-merit employee who waives medical coverage but has otherwise met the eligibility requirement for medical coverage will be entitled to participate in the City's flexible benefits/cafeteria plan. The City will contribute \$25 per month for a total yearly benefit of \$300 per year for the use of reimbursable medical costs. The City will contribute up to One Dollar and twenty-five cents (\$1.25) per month per employee toward the administration of this program.

### **13.8 Affordable Care Act (ACA)**

In accordance with the Patient Protection and Affordable Care Act (ACA) of 2010, effective January 1, 2014, all U.S. citizens and legal residents are required to obtain qualifying health insurance coverage.

A non-merit part-time employee who works (or is anticipated to work) at least 30 hours per week or whose hours equal at least 130 hours a month for more than 120 days in a year are considered full-time employees under the ACA and will be offered coverage that complies with the ACA for themselves and all qualifying dependents (up to age 26).

## **14.0 SICK LEAVE**

### **14.1 Sick Leave**

After thirty (30) days of work, non-merit part-time employees shall accrue sick leave at the rate of .03333 hours of sick leave for each hour of work. Credit is not received for time off without pay. After their 90th calendar day of employment, such employees shall be permitted to use up to forty

(40) hours of sick leave per fiscal year, in a minimum increment of at least one (1) hour. The sick leave bank will roll over from year to year but cannot exceed the maximum accrual cap of eighty (80) hours.

An employee can use sick leave for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

#### **14.2 Sick Leave Scheduling: Health Maintenance Appointments**

In recognition of the employee's reduced work schedules, it is anticipated that health maintenance appointments can and shall be made during non-working hours. When health maintenance appointments cannot be scheduled to minimize interruption to public service and department staffing, reasonable time off may be granted by the Department Head at his/her discretion.

#### **14.3 Doctor's Certification**

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Director of Human Resources. A doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the department head, evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

### **15.0 RETIREMENT BENEFITS**

Non-merit part-time employees do not participate in Social Security.

#### **15.1 Deferred Compensation**

The City shall contribute 3.75% of base wages to non-merit part-time employees' 457 Part Time/Seasonal deferred compensation accounts. Employees shall contribute 3.75% of base wages to their 457 Part Time/Seasonal deferred compensation account.

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

### **16.0 EMPLOYMENT LEAVE**

#### **16.1 Bereavement Leave**

In the event of a death in the immediate family, employees may take unpaid leave up to five (5) days in the event of a death of an immediate member of his/her family.

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

#### **16.2 Jury Leave**

Any Employee covered by this Agreement will be entitled to leave without pay if called to serve on a jury. In the event an employee is called for jury service and is released early by the Court, the employee shall return to work and fulfill any remaining portion of the scheduled work shift.

### **16.3 Family Care Leave for Eligible Employees**

In accordance with the Federal Family and Medical Leave Act, and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per rolling twelve-month (12) period. An eligible employee is one that has worked twelve hundred and fifty hours in the twelve months preceding application for such leave.

In general, Family Medical Leave is available to employees for: the birth, adoption or placement of a foster child; the diagnosis care or treatment of an existing health condition of, or preventative care for an employee's family member, as defined in California Labor Code section 245.5(C); or the employee's own serious health condition that makes the employee unable to perform the functions of his/her 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.

## **17.0 EMPLOYMENT ADMINISTRATION**

### **17.1 Personnel Files**

#### **A. Maintenance of Records**

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

#### **B. 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 employee. This section shall not apply to a duly served and executed subpoena.

#### **C. Access and Contents**

An employee (or his/her representative, on the presentation of written authorization from the employee) shall have access to and the right to receive a copy of the employee'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 employee in writing, signed by the employee. The employee 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.

### **17.2 Performance Feedback Sessions**

After one year of continuous service, an employee who works 400 hours per year, may request an employee counseling session for verbal feedback on his/her job performance. The conversation will be memorialized and placed in the employee's file. The City can perform such an evaluation at any time at its discretion.

### **17.3 Continuous Service Defined**

Continuous service shall mean service in any classification covered by this agreement since original hire with the City.

For those employees who have exceeded four thousand one hundred and sixty (4,160) hours, a break of two (2) or more consecutive years in employment shall constitute an interruption in service and would require that hours be accrued as if the employee were an initial hire.

For those employees that have less than four thousand one hundred and sixty (4,160) hours, a non-City initiated break in service of more than six (6) consecutive pay periods shall constitute an interruption in service and would require that hours be accrued as if the employee were an initial hire.

### **17.4 Credit for Previous Employment for Application for Merit Positions**

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

- 1) Are currently employed as a full- or part-time employee by the City or have been so employed by the City within the year, prior to the closing date for receipt of applications, and
- 2) A major part of the work performed for the City is or has been directly related to that performed by the classification being applied for, and
- 3) The applicant has a minimum equivalent of one year full time service with the City (1600 hours for hourly paid employees), and
- 4) If rating is required, the applicant secures a satisfactory or better performance rating from his/her supervisor.

### **17.5 Training**

With Department Head approval, per diem employees may be eligible for City-paid, job-specific training.

## **18.0 GRIEVANCE PROCEDURES**

### **18.1 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.

## **18.2 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 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 employee 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 employee.

## **18.3 Informal Discussion – Step One**

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

## **18.4 Formal Grievance – Step Two**

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 employee’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 employee, the date and time of presentation affixed thereto, and signed as received by the employee's division head.
- D. The grieving employee'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.

### **18.5 Formal Grievance – Final Step**

If the grievance is not resolved at Step Two, the aggrieved employee may appeal to the City Manager or 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 City Manager shall render his/her findings and decision to the parties within twenty (20) working days of the receipt of the grievance.

### **18.6 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; provided, however, that in no event shall the grievance be deemed to be upheld by the City's failure to act timely.

### **18.7 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 Shop Steward or a Union representative shall have the authority to settle grievances for the Union or employees 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. Employees may be represented by a Union steward at all levels of the grievance process. Copies of all written grievance documentation will be provided to the Union and the representing steward.

### **18.8 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.

## **19.0 WEINGARTEN RIGHTS AND RECONSIDERATION OF SEPARATION**

### **19.1 Weingarten Rights (Right to have Union Representation in an Investigatory Meeting)**

An employee 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 employee reasonably believes may result in discipline.

### **19.2 Reconsideration Process for Separation due to Performance or Conduct Issues**

In the event it is determined that the services of a non-merit part-time employee who has worked at least 4,160 cumulative hours for the City will no longer be utilized due to concerns about his/her performance and/or conduct, written notice shall be provided to him or her at least seven calendar days prior to the effective date of separation. This written notice shall include the reason for separation, and the right to union representation. Notice postmarked seven calendar days before the effective date of separation to the non-merit part-time employee's address of record shall be sufficient notice.

The non-merit part-time employee may request reconsideration of such action by submitting a written request including a statement of any facts to substantiate a reversal of the decision to his or her Department Head or designee. Such request for reconsideration must be received by the Department Head or designee prior to the date of separation. In the event the reconsideration is not completed prior to the effective date of the separation, the non-merit part-time employee shall be released pending completion of the reconsideration.

This section of the contract shall not apply to non-merit part-time employees who are released due to any other reason, including but not limited to, lack of work or the ending of time-specific projects or defined seasonal periods. This section does not affect the at-will status of the employee.

## **20.0 MISCELLANEOUS PROVISIONS**

### **20.1 Safety Committee**

The City is responsible for providing a safe and healthful place of employment and shall comply with all applicable federal and state laws. Upon request, the City will provide the Union with a copy of an accident report involving an employee covered by this bargaining unit.

### **20.2 Mileage Allowance**

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

### **20.3 Driver's License Check**

It shall be the obligation of the individual employee to report to his/her supervisor whenever that employee's driver's license or special operating permit has been suspended or revoked by the California Department of Motor Vehicles.

The City shall be entitled to request a driving record check and the individual employee shall execute whatever authorization is necessary to obtain it from the California Department of Motor Vehicles. The driving record check shall be limited to verifying that the employee has a current and valid driver's license or operating certificate.

### **20.4 Medical Examinations**

The City shall pay for any medical exam that is required by State licensing agencies as part of the basic job requirement.

Any employee, who, after employment, is required by the City to submit to a medical examination and disagrees with the findings of the physician, may request a review of his/her case by the Human Resources Director.

### **20.5 Annual Meeting Workforce Patterns**

Upon request, the City and the Union will meet annually to review patterns and hours of usage of non-merit part-time employees to perform ongoing City work. After such meeting, the Union may submit recommendations for the City's consideration in developing staffing allocations for the next budget submission to the City Council.

### **20.6 Safety Clothing/Equipment**

The City will provide up to one hundred and twenty-five dollars \$125.00 per fiscal year toward the reimbursement of safety shoes, socks, and orthotics for those employee required to don safety shoes, socks or orthotics for their job. 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.

## **21.0 NO STRIKE**

The Unit, its members and representatives, agree that during the term of this Agreement and for any period during which the parties are meeting and conferring they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage or work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties growing out of any dispute relating to the terms of this Agreement. Neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding, during the term of this Agreement. This is not meant to restrict the employee's right to communicate with elected officials.

## **22.0 NO LOCKOUT**

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

## **23.0 CONFORMITY WITH THE LAW**

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

#### **24.0 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.

#### **25.0 PAST PRACTICES AND SCOPE OF AGREEMENT**

It is understood this agreement represents a complete and final understanding on all negotiable issues between the City and its Departments and the Union. This agreement supersedes all previous memoranda of understanding, memoranda of agreement and written or unwritten past practices pertaining to wages, hours and conditions of employment between the City and its Departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the City, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the City reserves the right to take action by Management direction.

## **26.0 TERMINATION OF AGREEMENT**

This agreement shall terminate as of 11:59 p.m., June 5, 2027.

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**

Eric Rosenthal

Eric Rosenthal



Sarah Macias

**CITY OF SAN MATEO**

Stacey Cue

Stacey Cue

Aracelia Esparza

Aracelia Esparza

Date: 4/3/2025

**CITY OF SAN MATEO**  
*and*  
**SEIU Non-Merit Part-time Employees' Unit**

**Side Letter - Leave Benefits Eligibility**

Through December 31, 2008, all employees who have accumulated 4160 lifetime hours will accrue leave benefits as follows: for every hour worked, they will receive 0.0385 hours of vacation for each hour of non-overtime work, 0.0519 hours of holiday leave for each hour of non-overtime work, and 0.04625 hours of sick leave for each hour of non-overtime work. In the event the employee terminates City employment, remaining vacation and holiday accruals shall be paid to the employee or to the employee's estate. Employees may use accrued paid sick leave for personal illness or injury but is not payable upon termination of employment.

On January 1, 2009, all employees who were receive vacation, holiday and sick leave benefits will no longer accrue future leave benefits. Employees may continue to use accrued balances until they are depleted.

2. Per Diem: (On January 1, 2009, employees in the SEIU Per Diem Unit who have worked or are expected to work a minimum of 800 hours per year as a Per Diem employee shall be entitled to medical insurance benefits.

Dated

3 January 2007

For the City

W. Van Buchanan

For the Union

Mike B

**LETTER OF UNDERSTANDING  
between**

**City of San Mateo  
and  
SEIU Non-Merit Part-Tim Unit**

**City of San Mateo No Discrimination**

During the course of the 2024 labor contract negotiations, the parties discussed the City of San Mateo's harassment and discrimination policies and trainings available to bargaining unit employees.

The City commits to schedule one-time required trainings for all Parks and Recreation current employees similar to the trainings provided to new employees in June 2024 for, implicit bias/pronouns, DEI-related training and a refresher of the California state mandated harassment prevention training. As of October 2024, there is no City-wide DEI-related training. The City will research and incorporate DEI-related training for all new hires no later than May 31, 2025. Thereafter, any newly hired employee(s) shall receive DEI-related training as part of new hire onboarding along with the California state mandated harassment prevention training.

DATED 1-15-25

SEIU NON-MERIT PART-TIME UNIT

By   
Eric Rosenthal

CITY OF SAN MATEO

By   
Stacey Cue

## Exhibit A

**For the purposes of salary adjustments only, the following classifications shall be tied to the Merit bargaining units, as follows:**

### General Unit – Tied Classifications

ACCOUNTANT I  
ACCOUNTING ASSISTANT I  
ACCOUNTING ASSISTANT II  
ACCOUNTING ASSISTANT, SR.  
ADMINISTRATIVE ASSISTANT  
ADMINISTRATIVE TECHNICIAN  
BUILDING INSPECTOR I  
BUILDING INSPECTOR II  
BUILDING INSPECTOR, SR.  
CHIEF OF SURVEYS  
CITY CLERK, DEPUTY  
CODE ENFORCEMENT OFFICER I  
CODE ENFORCEMENT OFFICER II  
COMMUNITY SERVICES COORDINATOR  
COMMUNITY SERVICES SUPERVISOR  
COMPUTER OPERATOR  
CONSTRUCTION INSPECTOR I  
CONSTRUCTION INSPECTOR II  
DATA BASE SPECIALIST  
DEVELOPMENT REVIEW SUPERVISOR  
DEVELOPMENT REVIEW TECHNICIAN  
DISHWASHER  
EMERGENCY PREPAREDNESS COORDINATOR  
ENGINEER, JUNIOR  
ENGINEER, ASSISTANT  
ENGINEER, ASSOCIATE  
ENGINEERING TECHNICIAN I  
ENGINEERING TECHNICIAN II  
ENGINEERING TECHNICIAN, TRAFFIC  
ENVIRONMENTAL COMPLIANCE COORD  
FACILITY SPECIALIST I  
FACILITY SPECIALIST II  
FINANCE SPECIALIST I/II  
GRAPHICS TECHNICIAN  
HARBOR PATROL OFFICER  
HOUSING SPEC. I  
HOUSING SPEC. II  
HUMAN RESOURCES TECHNICIAN  
INCLUSION SPECIALIST  
IS SUPPORT TECH I  
IS SUPPORT TECH II  
IS SUPPORT TECH SENIOR  
LABORATORY ANALYST I  
LABORATORY ANALYST II  
LEAD TEACHER  
LIFEGUARD  
LIFEGUARD, SENIOR  
LIFEGUARD, WSI  
LIFEGUARD, WSI SENIOR  
NETWORK TECHNICIAN

OFFICE ASSISTANT I  
OFFICE ASSISTANT II  
PARK RANGER  
PARK RANGER, SENIOR  
PLAN CHECK ENGINEER  
PLAN CHECKER I  
PLAN CHECKER II  
PLAN CHECKER FIRE  
PLANNER, ASSISTANT  
PLANNER, ASSOCIATE  
PLANNER, PROJECT  
PLANNER, PUBLIC SERVICE  
POLICE INFORMATION SERVICES TECH  
POLICE RECORDS SPECIALIST I  
POLICE RECORDS SPECIALIST II  
POLICE RECORDS SPECIALIST, SENIOR  
POOL MANAGER  
PRESCHOOL SPECIALIST I  
PRESCHOOL SPECIALIST II  
PROGRAM ASSISTANT I  
PROGRAM ASSISTANT II  
PROGRAM ASSISTANT, SENIOR  
PROGRAMMER TRAINEE  
PROJECT COORDINATOR  
RECREATION PROGRAM SPECIALIST  
RECREATION SPECIALIST I  
RECREATION SPECIALIST II  
RECREATION SPECIALIST III  
SECRETARY  
SECRETARY, EXECUTIVE  
SECRETARY, EXECUTIVE, TO THE CITY ATTORNEY  
SOURCE CONTROL INSPECTOR  
SURVEY TECHNICIAN I  
SURVEY TECHNICIAN II  
SYSTEMS ANALYST I  
WATER EXERCIZE INSTRUCTOR  
WORD/MICRO PROCESSING OPERATOR I  
WORD/MICRO PROCESSING OPERATOR II  
WORD/MICRO PROCESSING OPERATOR

## **Maintenance Unit – Tied Classifications**

CENTRAL SERVICES WORKER  
CUSTODIAN  
FACILITY MAINTENANCE WORKER  
FACILITY MAINTENANCE WORKER, SENIOR  
FIELD PREPARATION SPECIALIST  
IRRIGATION SPECIALIST  
JAPANESE GARDEN CURATOR  
LANDSCAPE MAINTENANCE WORKER I  
LANDSCAPE MAINTENANCE WORKER II  
LIGHT EQUIPMENT MECHANIC  
MAINTENANCE ASSISTANT  
MAINTENANCE WORKER I  
MAINTENANCE WORKER II  
PARKS & LANDSCAPE MAINTENANCE COORD.  
PLANT MECHANIC I  
PLANT MECHANIC II  
PLANT MECHANIC III  
POOL OPERATOR  
PUMP STATION MECHANIC I  
PUMP STATION MECHANIC II  
SR PARKS & LANDSCAPE MAINTENANCE WORKER  
SEWER MAINTENANCE LEADWORKER  
STOREKEEPER  
STREET MAINTENANCE LEADWORKER  
SWEEPER OPERATOR  
SENIOR TRAFFIC & LIGHT TECHNICIAN  
TRAFFIC & LIGHT TECHNICIAN  
TRAFFIC SAFETY MAINTENANCE WORKER  
TREE MAINTENANCE SPECIALIST  
TREE TRIMMER  
TREE TRIMMER LEADWORKER  
WAREHOUSE PERSON  
WWTP OPERATOR-IN-TRAINING  
WWTP OPERATOR I  
WWTP OPERATOR II  
WWTP OPERATOR III

## **EXHIBIT B**

### **FLAT RATE CLASSIFICATIONS**

AQUATIC CERTIFICATION INSTRUCTOR

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