

CITY OF SAN MATEO

AND

*San Mateo City Employees’
Association*



*MEMORANDUM
OF
UNDERSTANDING*

EFFECTIVE:

July 15, 2024 – June 19, 2027

GENERAL UNIT MOU

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**Memorandum of Understanding
between
City of San Mateo
and
San Mateo City Employees' Association Bargaining 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 1, of the Government Code of the State of California.

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

1.0 RECOGNITION

The City has recognized the Association as the recognized employee organization and the exclusive bargaining representative for all permanent and probationary employees within the classifications listed in Exhibit A and those subsequently added to Exhibit A. For purposes of identification, this unit shall be entitled the General Unit.

New employees hired and assigned to classifications covered by the General Unit shall be advised by the City that the General Unit is represented by the San Mateo City Employees' Association. The City agrees to distribute to all new employees in the General Unit a reasonable amount of materials provided by the Association. The Association will be notified when new employee orientations are scheduled for General Unit new hires.

Positions in classifications represented by the General Unit that are established under federal or state funded employment programs shall be included in the General Unit.

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

A confidential employee is defined as any employee who is privy to decisions of the City management affecting employee/employer relations. Confidential employees are listed in the Exhibit B of the MOU. Confidential employees are not precluded from participating in employee association activities except that Confidential Employees employed in the City's Labor Relations and Human Resources Department are precluded from representing the Association in labor negotiations.

The City agrees to recognize San Mateo City Employees' Association as the representative of part-time merit employees performing duties of the classification listed in Exhibit A.

1.1 City Employer-Employee Relations Representative

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

2.0 REPRESENTATION

A maximum of five (5) Association 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. If the bargaining unit is engaged in collective bargaining in conjunction with other bargaining units, a maximum of four (4) Association representatives shall be allowed concurrent time off without loss of compensation. Additional representatives may be approved by the City for attendance at such meetings where warranted without loss of compensation. The Association shall submit the names of all such employee representatives to the Human Resources Director at least two (2) working days prior to such meetings, and the representatives shall advise their supervisor reasonably in advance prior to leaving their work assignment to attend such meetings.

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

3.0 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.

4.0 ASSOCIATION RIGHTS

4.1 Bulletin Boards

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

4.2 Access to Work Locations

Staff representatives of the Association are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is observed. This right shall be exercised reasonably. Such staff representatives of the Association 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 authorized representative.

4.3 Employee Reports

Pursuant to Government Code 3558, the City shall supply the Association with the following information regarding all employees in the bargaining unit:

1. Name
2. Date of Hire
3. Job title
4. Department
5. Work phone number
6. Home phone number
7. Personal cell phone number
8. Home address

For new employees, including rehires, the City shall provide this information to the Association within thirty (30) days of hire, or by the first pay period of the month following hire. The City shall provide the same information to the Association for all bargaining unit employees every 120 days. Reports shall be electronic and malleable.

The Association's President will be notified of a new hire or transfer into the bargaining unit no later than two weeks after the employee's start date. An Association representative shall be allowed thirty (30) minutes of time off (and up to 30 minutes of travel time) without loss of compensation to orient the employee to the General Unit.

4.4 Use of City Facilities

The Association may hold meetings of its members or representatives and store records on City property provided that prior permission has been obtained from the City. Unless there are extraordinary circumstances such requests should be presented to the City at least 24 hours prior to the anticipated time of the meeting.

4.5 Association Notice

Except in cases of emergency as provided in this Section, the City shall give reasonable written notice to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation for the General Unit proposed to be adopted by the City and shall give the Association the opportunity to meet and confer with the City prior to implementation.

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

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

4.6 Association Security

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

5.0 EMPLOYEE RIGHTS

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

6.0 NO DISCRIMINATION

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

7.0 HOURS OF EMPLOYMENT

Normal workdays are eight (8) hours per day unless otherwise approved by the Association and an affected department.

7.1 Police Records Specialists Exemption

Police Records Specialists I, II and Senior in the Records Bureau at the Police Department may include meal times (30 minutes) in their normal work schedule in consideration of special scheduling needs. If an employee chooses to leave the work premises during the lunch period, he/she shall not be covered by the City should a disability occur.

8.0 CHANGE IN WORK SCHEDULE

8.1 Notice of Involuntary Change of Work Schedule

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

8.2 Voluntary Change in Work Hours

8.2.1 Alternate/Flexible Work Schedule

The City and the Association agree that an employee's ability to flex his/her work schedule

is a privilege and benefit and not a right. Flex time can result in better morale and in reducing commute-related traffic congestion. 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 and Human Resources Director or his/her designee's approval, the use of alternative flexible work schedules can be implemented where such schedule can be accommodated without impairing departmental operation or service to the public. Such alternate schedules will not be unreasonably denied by the City. A decision not to approve an alternate work schedule proposal is not grievable.

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

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

8.2.2 Voluntary Reduction in Work Hours

An employee may request a temporary or ongoing voluntary reduction in his or her work hours by making such a request to the employee's department head. Approval for any voluntary reduction must be obtained in advance. The decision of the department head is final and conclusive and there shall be no appeal or grievance rights. Employees requesting this option shall have their benefits prorated based on the number of regularly scheduled hours worked.

8.2.3 Shift Bidding (Police Records)

Work shifts shall be bid annually by November 30th of each year and will last for a period of one year from January through December. Classification seniority shall govern where more than one employee requests the same work shift. The City reserves the right to assign employees to any internal division (Records, Crime Analysis, Property, etc.); however, within each division work shift assignment (not job or task assignments within shifts) will be based on classification seniority. Time held in any classification affected shall count toward seniority for shift bidding.

Shift vacancies will be filled as needed, and by the seniority procedure. Vacancies not filled by a voluntary sign-up will be assigned according to classification seniority with the approval of the Unit Supervisor.

Classifications affected by this article are:

- Police Records Specialist I
- Police Records Specialist II
- Senior Police Records Specialist

9.0 OVERTIME

9.1 Definitions

9.1.1 Regular Overtime

Overtime is authorized time worked by an employee in excess of his/her normal workday.

Normal workdays exceeding eight (8) hours per day but not exceeding forty (40) hours in a work cycle must be approved by the affected department head and the Association prior to implementation.

9.1.2 Workday Rescheduled Overtime

Workday rescheduled overtime for employee convenience and with their supervisor's approval, minor changes to the workday may be arranged on an hour-for-hour basis providing hours worked do not exceed forty (40) hours for the work week.

9.1.3 Emergency Overtime

Emergency overtime is authorized time worked by an employee when he/she is contacted outside of his or her regular working hours and is requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

9.2 Overtime Exceptions

An employee shall work at least six (6) minutes in excess of their regular schedule to be entitled to overtime payment. Exceptions are as outlined:

9.2.1 Emergency Overtime

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

9.2.2 Return to Work

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

9.3 Emergency Overtime or Return to Work Overtime Compensation

In order to be compensated for Emergency Overtime or Return to Work Overtime, an employee must have obtained a specific advance authorization from the City Manager or his/her authorized representative.

9.4 Overtime Rate

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

9.4.1 After Midnight

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

9.4.2 Compensatory Time in Lieu of Overtime

As allowable under the Fair Labor Standards Act, an employee may waive direct payment

of overtime and in lieu thereof may accumulate time off at the time and one half (1½) rate to a maximum of eighty (80) hours. Such time off shall be taken at the discretion of the department head or designee, in accordance with the Fair Labor Standards Act and with due regard for the desires of the employee and the workload of the department.

Case by case exceptions to the maximum accrual cap of eighty (80) hours may be waived on a limited basis at the sole discretion of the Department Head.

9.5 Exempt Employees

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

Employees in the Association exempt from paid overtime may be paid forty (40) hours of payment each fiscal year and upon Department Head or designee approval get up to an additional forty (40) hours paid. Payment shall be at the employee's normal rate of pay. Such overtime would not include time spent on trips and conferences, reading professional journals, attending school, classes, and professional meetings or attending City or quasi-public groups unless attendance in an official capacity on behalf of the City is required.

9.6 Payment for Overtime Exempt Employees

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

10.0 COMPENSATION POLICY

Compensation is intended to be consistent with City-wide compensation objectives and commensurate with actual job performance. Effective with all increases provided after July 16, 1995, job performance will be the sole criteria for determining an individual employee's placement within a salary range.

11.0 MASTER SALARY SCHEDULE

A master salary schedule with equal differentials of 4.5% between regular steps was first implemented July 3, 1983.

11.1 Base Pay and Premium Pay Calculations

The annual hourly factor used to calculate the hourly rate for premium pay is 2,080 hours. Base salary shall be predicated on 2,080 hours. The hourly rate is used to determine the following premium pay benefits:

- Work Out-of-Class Pay

Overtime Pay

Sick Leave Payouts

Standby Alert
- Vacation Buy-Back

Bilingual Differential

Shift Differential

Temporary Upgrade Pay

11.2 Salary on Initial Appointment

On initial merit appointment, the entrance salary shall be at the minimum salary for the class except when circumstances warrant, appointment may be made at a higher level on the recommendation of the department head.

11.3 Salary Advancement Within Range

Salary advancement within a defined range shall be based on merit and performance as determined by the department head. The supervisor’s evaluation and recommendations will be used by the department head, who will determine employee’s advancement within the range.

Salary advancement within an established range is typically considered at 1 year intervals and/or at the time of range adjustments resulting from meet and confer. The date of salary review and increase may be advanced or delayed as determined by the department head. Salary advancement typically occurs in increments of 4½%; however, at no time shall an employee advance beyond the top of the established range.

Other than the review process outlined in Section 11.4, no appeal shall occur from the decision of the supervisor and/or department head whether by discipline procedures, grievance, or otherwise.

11.4 Salary Advancement Review

(This subsection shall not apply to and does not include the Salary Adjustment in Section 12)
The date of a scheduled in-grade salary increase may be delayed based on merit and performance, as determined by the department head. Delays of in-grade increases beyond twelve (12) months may be appealed to the Personnel Board.

11.5 Salary Step Upon Promotion

Upon promotion, the base compensation of an employee shall be increased to a step in the new salary range 4.5% above the employee’s base salary prior to promotion.

Promoted employee shall receive no less than the minimum or more than the maximum rate of compensation for the class to which promoted.

11.6 Salary Step on Demotion

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

The salary rate for demoted employees shall be as follows:

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

promotion	as held before promotion
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11.7 Salary Step on Transfer

“Transfer” shall mean a change of positions within the same class or comparable class with a salary differential of four and one-half percent (4-1/2%) or less between tops of ranges.

11.8 Salary on Military Leave

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

11.9 Salary on Classification Change

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

11.10 Salary on Re-employment

Upon approval of the department head, if a former employee is re-employed from the eligible list for his/her classification held immediately prior to resignation, he/she may be paid at a rate higher than the normal entrance rate but at no more than the step attained in the classification in which permanent status was held at the time of resignation.

11.11 Salary on Involuntary Demotion in lieu of Layoff

In the event of an involuntary demotion resulting from a reduction in the number of authorized positions, an employee’s rate of compensation in the lower class shall be the salary step closest to but not more than the base salary received immediately prior to the involuntary demotion.

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

12.0 SALARY ADJUSTMENT

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

12.1 Compensation Increases During the Term of this Agreement

12.1.1 Base Salary Adjustments

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

Effective the first full pay period following Council adoption of this agreement, all represented classifications will receive an across the board increase of three percent (3%).

All represented classifications will receive an additional two percent (2%) increase for equity adjustment effective the first full pay period following Council adoption of this

agreement.

In addition, the following equity adjustments will be made the first full pay period following Council adoption:

Classification	Equity Adjustment
Environmental Compliance Inspector	6%
Executive Secretary	3.5%
Building Inspector II	0.6%
Engineering Technician II	1%
Plan Checker II	1%
Accounting Assistant II	0%
Associate Planner	0%
Solid Waste and Recycling Programs Coordinator	1%
Code Enforcement Officer II	1%
Executive Assistant	0.9%
Program Assistant II	1%
Office Assistant II	0.2%
Construction inspector II	1%
Associate Engineer	0.4%
Police Records Specialist II	0.50%
Housing Specialist II	0.50%
Accountant II	0.50%
Senior Community Services Supervisor	0.50%
Systems Analyst II	0%
Lab Analyst II	0%
Vehicle Abatement Officer	0%

Effective the pay period including June 22, 2025 all represented classifications will receive an across the board increase of three percent (3%).

Effective the pay period including June 21, 2026 all represented classifications will receive an across the board increase of three percent (3%).

12.2 Market Placement and Compensation Survey Data

The City will provide total compensation survey data prior to the commencement of negotiations for a successor Memorandum.

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

benchmark classifications using those cities to set compensation adjustments for the Unit.

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

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 has retained Bryce Consultants to prepare a total compensation survey for the following classifications:

1. Program Assistant II
2. Executive Secretary to the City Attorney
3. Code Enforcement Officer II
4. Housing Specialist II
5. Plan Checker II
6. Accountant II
7. Systems Analyst II
8. Network Technician
9. Senior Community Services Supervisor
10. Facilities Coordinator
11. Vehicle Abatement Officer
12. Police Records Specialist II
13. Engineering Technician II
14. Construction Inspector II
15. Laboratory Analyst II
16. Solid Waste and Recycling Program Coordinator
17. Environmental Compliance Inspector

The survey will utilize the same comparators and components of compensation as the surveys for Accounting Assistant II, Associate Engineer, Associate Planner, Building Inspector II, Executive Assistant and Office Assistant II provided to the Association on March 21, 2024. This total compensation survey shall be completed by December 1, 2024, and promptly provided to the Association. Within 14 days of receiving the total compensation study from Bryce, the parties will meet and confer regarding the findings of the survey and implementation of additional equity adjustments with a minimum commitment of \$80,000 towards additional equity increases with a shared goal to develop a plan that brings all classifications within the bargaining unit to market median for total compensation.

12.3 Mid-Term Pay Raises

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

history, as well as the City's financial health.

12.4 New Hire Compensation

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

12.5 Performance Based Compensation Increases

12.5.1 Denial of Compensation Increases

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

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

12.5.2 Notice to Employee of Denial

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

12.6 Classification and Compensation Review

The City and the Association will meet upon the request of the Association, during the Fall of any year, to review an identified need for a classification and/or compensation review based on significant changes in job requirements or job duties, and the fact that the City has experienced sustained recruitment or retention difficulties. In addition, the Association may identify one (1) classification or job series each year for review. The City agrees to conduct the review by January of the next calendar year and will meet with the Association to discuss results of the review prior to making any recommendations to City Council.

13.0 MISCELLANEOUS COMPENSATION

13.1 Telephone Standby Pay

When an employee is placed on telephone standby as related to the employee's duties and if said standby is not on regularly scheduled hours, said employee shall receive three (3) hours of straight time pay for up to twenty-four (24) hours standby. If the employee is called into work, they will

receive the appropriate overtime compensation and are not eligible for the standby pay.

13.2 Acting Pay

In the event a department head determines that it is necessary to assign an employee to perform all of the duties of an upgraded position or a higher paid classification, the employee shall receive the rate of pay of the higher classification. If an acting assignment is in a different bargaining unit, the employee will retain the benefits of his/her actual position.

Such rate of pay shall be that rate the employee is entitled to in the event of a promotion, except that if circumstances warrant, the department head may authorize a higher step in the established salary range of the higher paid classification. In the event that a non-exempt employee is assigned to an acting assignment of an exempt classification for more than two pay periods, the employee will receive the exempt classification's salary with no provision of overtime pay at time and one-half.

Acting assignments shall be no longer than six (6) months in duration, unless an extension is approved by the City Manager (City Administration Policy III.D.4) and no less than one (1) full pay period. Employees working in an acting assignment for less than one (1) full pay period, shall receive a differential pay for working out of their existing classification as defined in Section 13.3 Differential Pay for Working Out of Class.

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

In the event the City Manager appoints an employee as an acting department head, such employee shall be paid a salary which is the average of the established salary for the department head and the employee's current salary, plus any differentials, effective thirty-one (31) calendar days following the absence of the department head or later as determined by the City Manager.

13.2.1 Acting Pay – Temporary Upgrade Pay (TUP)

When an employee is acting or working out of classification due to incumbent's approved leave of absence, say 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 shall be reported to CalPERS as special compensation for classic members.

13.2.2 Acting Pay – Working Out of Class (WOC)

Working out of class 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).

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

13.3 Differential Pay for Working Out of Class

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

13.4 Annual Certification Incentive

To be eligible for an annual \$1,300.00 certification incentive, a Plan Check Engineer, Plan Checker I/II/Engineer, Senior Building Inspector or Building Inspector I/II must successfully attain and maintain certification as a Certified Access Specialist (CAsp) for property inspection. The annual \$1,300.00 incentive shall be paid biweekly.

13.5 Professional Civil Engineer License Incentive

To be eligible for a monthly \$100.00 license incentive, an Associate Engineer must successfully attain and maintain an active Professional Engineers license (P.E.) from the California Board of Professional Engineers. This incentive shall not exceed \$100.00 per month regardless of the number of professional licenses an Associate Engineer possesses. The \$100.00 monthly incentive shall be paid biweekly. This will be effective following the first full pay period after adoption by City Council.

13.6 ICC Annual Certification Incentive

To be considered eligible for this certification incentive, City employees must be in Senior Building Inspector or Building Inspector I/II job classifications, obtain and maintain a valid certification(s) issued by the International Code Council (ICC) or equivalent as it relates to the employee's duties as determined by the Department Head.

Original certification(s) must be submitted to the Department Head for review and approval. If approved, eligible employees shall receive certification pay effective the first full pay period following approval.

The duration of the differential will correspond to the duration of the ICC certification or equivalent as determined by the Department Head. The employee is responsible for submitting documentation of renewal of the appropriate ICC certification or equivalent as determined by the Department Head in order to maintain the differential.

The annual incentive pay is as follows:

- A. Possession and maintenance of a minimum of one (1) and a maximum of three (3) ICC or equivalent certifications would entitle an employee to an annual \$300.00 incentive that shall be paid biweekly.

- B. Possession and maintenance of a minimum of four (4) and a maximum of six (6) ICC or equivalent certifications would entitle an employee to an annual \$600.00 incentive that shall be paid biweekly.
- C. Possession and maintenance of a minimum of seven (7) or more ICC or equivalent certifications would entitle an employee to an annual \$900.00 incentive that shall be paid biweekly.

14.0 DIFFERENTIAL PAY

14.1 Shift Differential

Employees in classifications as set forth herein who work sixty percent (60%) or more of their regular shift between 3:00 p.m. and 6:00 a.m. shall be compensated by the payment of an additional four and one-half percent (4.5%) of their base pay for that shift.

Shift differential does not apply to overtime hours worked.

Classifications affected by the shift differential provisions are:

- Police Records Specialist I, II & Senior
- Jr. Engineer assigned to Construction and Inspection Unit
- Construction Inspector

14.2 Bilingual Differential

Based upon the City's need, the bilingual proficiency of the employee and the recommendation of the department head, the Director of Human Resources may approve bilingual premium pay to an employee at the rate of \$90.00 per pay period. If a bilingual qualified employee works less than full-time, the bi-weekly differential will be prorated. If an employee is off work for an extended leave (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 re-qualification shall be required, and shall be administered by the Human Resources Department. In addition to English speaking skills, an individual must possess other speaking skills, which may include American Sign Language, as deemed appropriate by the department head.

15.0 TERMINATION PAY

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

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

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

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

The City shall provide severance payment in advance if requested by the employee seven (7) days before the date payment is to be made. The amount of such advance shall be seventy-five percent (75%) of the estimated severance payment.

16.0 SERVICE CREDITING

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

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

Neither military leave nor leave of absence without pay for thirty (30) consecutive days or less 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; i.e., seniority does not accrue during unpaid leaves of over thirty (30) consecutive days.

17.0 DAILY HOUR VALUE /PART-TIME MERIT EMPLOYEES

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

17.1 Accumulation of Vacation, Sick Leave and Holiday Credits – P/T Merit

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

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

18.0 HOLIDAYS

18.1 Holidays Observed

The holidays to be observed are as follows:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
The day after Thanksgiving	
Christmas Day	December 25 th

- Every day approved by the City Council as a public holiday, public fast, thanksgiving or day of mourning.
- Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department.
- Holidays for General Unit Library employees shall include every day selected by the Library Board as a holiday in lieu of another holiday listed above.

Employees shall accrue twelve (12) hours of floating holiday time during the first full pay period in January and July each year.

18.2 Weekend Holidays

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.

18.3 Holiday for Employees on Seven Day Work Week

Employees who are assigned a special holiday schedule because they cannot take holidays when they fall shall not accrue paid leave for the City's designated holidays. In recognition of this, employees shall receive holiday-in-lieu pay at the rate of 5.0% of base pay each pay period.

This provision shall apply to employees in the following classifications:

- Police Records Specialists I & II
- Sr. Police Records Specialists
- Laboratory Analysts I & II
- Facilities Coordinator and Community Engagement & Public Relations Coordinator – limited to incumbents reclassified into these positions as of December 2, 2018

18.4 Holiday Pay Exception

If an employee other than those affected by Section 18.3 herein is required by the City to work on any holiday, compensation for said holiday shall be in accordance to the overtime provisions of this agreement; with the following exception:

18.4.1 Holiday Time Earned Cap

Equivalent time off shall accumulate as “Holiday Time Earned” and may accumulate to a maximum of 48 hours.

18.5 Holiday During Vacation

In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

19.0 VACATION

19.1 City Policy

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

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

19.2 Vacation Allowance

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

YRS OF SERVICE	DAYS PER YEAR	BIWEEKLY ACCRUAL
0 through 3 rd year	11 days	3.39 biweekly
4 th year through 9 th year	16 days	4.93 biweekly
10 th year	17 days	5.23 biweekly
11 th year	18 days	5.54 biweekly
12 th year	20 days	6.16 biweekly
13 th through 23 rd year	22.5 days	6.93 biweekly
24 years and beyond	25 days	7.69 biweekly

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

19.3 Vacation Accumulation

An employee may accumulate a maximum of twice said employee’s annual vacation allowance unless accrual up to three (3) times is approved by the Department Head. Vacation credits shall not be made once the maximum accumulation has occurred.

19.4 Vacation Scheduling

The time at which the employee shall be granted a vacation is at the discretion of the department head. However, in an attempt to accommodate the employee’s requested vacation schedule, when said employee submits a written request at least thirty-one (31) calendar days prior to the requested vacation dates, a denial of said request shall be for satisfactory reasons which shall be in writing, if requested. Departmental response shall be within seven (7) working days. Classification seniority shall govern where more than one employee requests the same vacation period. In the

case of a tie, the employee with the greatest amount of continuous City service shall prevail.

19.5 Vacation Emergency

An employee may use only the vacation to his/her credit with the following exception: The department head is authorized to grant use of up to two (2) days vacation in advance of accrual only in instances where the vacationing employee is unavoidably detained through no fault of his/her own and the employee has no other accrued leave credits.

19.6 Vacation Pay Advance

The City shall approve a vacation salary payment advance for an employee if requested by the employee seven (7) days before the date the payment is to be made. The amount shall be seventy-five (75%) percent of the previous net paycheck.

19.7 Vacation Allowance For Terminated Employees

Employees who terminate with six (6) months or more service with the City shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

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

19.8 Vacation and Holiday Sell Back

An employee may make an irrevocable election to sell back to the City eighty (80) hours in a calendar year of accumulated vacation and eight (8) hours of holiday time (if not assigned to a special holiday schedule) at the employee's base rate of pay.

Sell back requests must be received by Payroll no later than December 31 for the following calendar year's 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.

20.0 LEAVES

20.1 Jury Duty

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

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

Employees called for jury service shall not be required to assume new or unusual regular working hours solely as a result of jury service. Every reasonable effort shall be made to ensure that personnel assigned to work a graveyard or swing shift who are called for jury duty shall be

provided with: 1) a reasonable time for rest and recuperation prior to reporting for regularly scheduled duty, or 2) excused from their next scheduled shift, upon request by the employee, and provided that the employee has spent a significant portion of the day at jury duty. For the purposes of this Section, employees who have served five or more hours on jury duty will be allowed a minimum of eight hours recuperation break prior to reporting back to work.

20.2 Military Leave

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

20.3 Leave Of Absence Without Pay

Leaves of absence without pay may be granted for a period not to exceed one year in cases of personal emergencies, not covered under FMLA, for temporary employment by the Association, for education and training relative to the employee's employment when such absences would not be contrary to the best interests of the City. Any authorization for leave of absence without pay shall be made in writing by the Human Resources Director and the department head.

Use of other leave shall not be used to extend beyond the twelve (12) month maximum.

Absence from duty without pay for a period not exceeding fifteen (15) calendar days for satisfactory reasons may be granted by the department head.

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

20.4 Family Care Leave

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

In general, Family Medical Leave is available to employees for: the birth, adoption or placement of a foster child; care for an immediate family member of the employee if such immediate family member has a serious health condition; 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.

21.0 SICK LEAVE

21.1 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 his/her presence away

from work is essential because of illness, death or disability of immediate members of his/her family.

An employee may request, with the concurrence of the department head, to use vacation leave, accrued holiday leave or accrued compensatory time for any absence due to bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death, or disability of immediate members of his/her family. Also, included would be prearranged and pre-approved medical appointments.

21.2 Sick Leave Accrual

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

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

21.3 Sick Leave Advance

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

21.4 Medical Professional'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 medical professional's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of a medical professional'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.

21.5 Protected Sick Leave

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

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

No more than six (6) days of such protected sick leave shall be granted in any one calendar year. However, if extenuating circumstances exist at the discretion of the Department Head, a reasonable

extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

21.6 Bereavement Leave

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

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of 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.

22.0 CATASTROPHIC INJURY OR ILLNESS LEAVE

22.1 Purpose

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

22.2 Catastrophic Injury or Serious Health Condition Defined

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

22.3 Employees Eligible to Donate

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

22.4 Employees Eligible to Receive Donations

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

22.5 Limits on Donated Time

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

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

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

22.6 Hourly Donations

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

In no event shall an employee receive more than the employee's base salary.

23.0 DISABILITY LEAVE

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

A department head is responsible for determining that only bona fide disability leave is taken.

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

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

23.1 Rehabilitation

With the approval of the department head, the Human Resources Director and the employee concerned, any past, present or future employee on disability retirement, or facing disability retirement, may be transferred and/or reinstated to a position in another class at the same or lower salary range for which the Human Resources Director finds the employee qualified. Such reinstatement and/or transfer shall require the service of a probationary period of six (6) months which may be lengthened or shortened by up to six (6) months depending on the proven proficiency of the probationer. Credit for previous employment shall be granted in computing salary step, vacation accumulation, and sick leave balance. Such transfer or reinstatement shall comply with applicable provisions of state regulations concerning rehabilitation.

In the event an employee becomes permanently disabled as the result of a work related injury, the Human Resources Department, Association and employee will meet to discuss the employee's

rights and entitlements as well as the procedures for rehabilitation, retraining and/or disability retirement.

24.0 HEALTH AND WELFARE

24.1 Health Insurance

The City shall make contributions on behalf of those employees eligible for Group Medical Coverage or Medicare, Part B, under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee 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 employees shall be made on a pro rata basis in accordance to hours on the payroll.

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

There will be no change to healthcare providers without approval of the parties.

24.1.2 Re-opener

For the term of this Agreement, the City and the Association agree to meet and confer regarding any increases proposed by City Council to the City's retiree health program.

24.2 Internal Revenue Code Section 125 Plan

At the City's discretion and with 30 days' notice, no earlier than July 1, 2016, the City shall offer an Internal Revenue Code Section 125 Plan (the 'Plan'), which contains the components of premium conversion, healthcare reimbursement account and dependent care reimbursement account.

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

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

24.3 Flexible Benefits Plan

The City shall contribute up to \$1,797.71 (inclusive of the \$160 maximum City contribution towards group medical insurance) 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 per month towards the flexible benefit plan.

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

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

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive \$160.00 per month as part of their salary 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. Cash disbursements for part-time merit employees working less than 40 hours per week shall be prorated. Any employees exceeding 40 hours per week will not be given any additional cash disbursement.

24.4 Merit Employees hired before July 1, 2006

Waive Coverage:

- Effective January 13, 2019, employees who waive health insurance entirely shall receive \$278.00 per month as part of their salary.
- Effective January 10, 2021, employees who waive health insurance entirely shall receive \$160.00 per month as part of their salary.

Single Coverage:

- Effective January 13, 2019, employees who elect Single coverage shall receive \$124.00 per month as part of their salary. Employees who have been receiving cash distributions that are lower than this amount will not have their cash distributions increase.

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

- Effective January 10, 2021, cash distributions shall cease.

24.5 Life Insurance

The City shall provide employees a Fifty Thousand Dollar (\$50,000) life insurance policy. Each employee is eligible to purchase additional life insurance in accordance to the group insurer's policy.

24.6 Dental Insurance

Effective the first of the month following Council ratification of the MOU, the City shall provide dental benefits for the employee, their family and/or domestic partner during the term of the Agreement. Dental benefits will provide 100% coverage on all routine maintenance and 80% on

minor and major dental work. The annual dental maximum will be \$3,000 per year. The lifetime orthodontic benefit will be \$2,000 for eligible dependents.

24.7 Vision Insurance

The City shall provide vision insurance for the employee, their eligible family members and/or domestic partner during the term of this agreement. Vision coverage shall provide annual exams, lenses and frames.

24.8 State Disability Insurance (SDI)

Employees in the General Unit are covered by State Disability Insurance. State Disability Insurance shall be integrated with paid sick leave and the combination of SDI and paid sick leave shall not exceed the employee's regular biweekly earnings.

24.9 AD&D Insurance

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

24.10 Long Term Disability Insurance

The City shall provide long-term disability insurance providing for a 60-day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to 66 $\frac{2}{3}$ % of employee's full basic monthly earnings less any deductible benefits. Long Term Disability payments shall not exceed the employee's regular biweekly payments.

24.11 Retirement Health Savings Account

All employees in the Unit will continue to be enrolled in the RHS Account (RHSA) in accordance with the Plan design. The administration costs of maintaining this RHSA will be borne by the City.

For calendar year 2019, separation pay contributions to each employee's RHSA shall be as specified in the side letter of agreement attached to this document and identified as Exhibit "D".

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

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

Beginning June 16, 2019, the City will contribute one percent (1.0%) of base salary per month for each employee into the RHSA plan. Effective July 11, 2021, the City's contribution shall be 0.5%. The City's contribution shall return to 1.0% on June 26, 2022.

Beginning June 16, 2019, the City shall contribute two percent (2.0%) of base salary per pay period

to the Retirement Health Savings accounts of those employees aged 45 or over with 15 or more years of City service. Employees who become eligible for this contribution during the term of the agreement shall begin receiving contributions in the first full pay period following establishing eligibility. The continuation of this provision beyond the term of the contract would need to be made by mutual agreement between the parties.

24.12 Dependent Care Assistance Plan

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

25.0 RETIREMENT

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

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

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

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

Classic members shall pay one-half the total normal cost with a cap of 9.0% for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis.

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

26.0 DEFERRED COMPENSATION BENEFIT

Merit system employees are entitled to participate in the Deferred Compensation Plan(s) established by the City of San Mateo.

Effective June 16, 2019, on a biweekly basis the City shall match up to 0.5% of base salary into deferred compensation accounts.

Effective January 10, 2021, on a biweekly basis the City shall contribute 0.5% of base salary into all employees' deferred compensation accounts.

27.0 EMPLOYMENT STATUS/CHANGES

27.1 Probationary Period

The probationary period is intended to allow the employee to become proficient in the particular position and for the appointing authority to adequately judge this proficiency. The probationary period for new employees shall be twelve (12) months but may be lengthened or shortened by the department head for up to six (6) months, depending on the proven proficiency of the probationer. Employees may be rejected without the right of appeal.

The probationary period shall not include the time served under any limited term appointment. When a new hire is employed in a position that they held as a provisional employee immediately prior to merit appointment, a credit will be provided to reduce the probationary period by one month for every two months of provisional service, not to exceed six (6) months' credit.

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

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

27.2 Flexible Staffing

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

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

Accounting Assistant I
Accounting Assistant II

Assistant Planner
Associate Planner

Assistant Transportation Planner
Associate Transportation Planner

Building Inspector I
Building Inspector II

Code Enforcement Officer I
Code Enforcement Officer II

Construction Inspector I
Construction Inspector II

Development Review Technician I
Development Review Technician II

Junior Engineer
Assistant Engineer
Associate Engineer

Engineering Technician I
Engineering Technician II

Financial Specialist I
Financial Specialist II

Housing Specialist I
Housing Specialist II

Information Services Support Tech I
Information Services Support Tech II

Laboratory Analyst I
Laboratory Analyst II

Office Assistant I
Office Assistant II

Payroll Technician I
Payroll Technician II

Plan Checker I
Plan Checker II
Plan Check Engineer

Police Records Specialist I
Police Records Specialist II

Program Assistant I
Program Assistant II

Survey Technician I
Survey Technician II

Classification change shall be at the discretion of the department head.

27.3 Promotional Requirements

Those merit system employees in the General Unit who meet the promotional requirements for the class shall be considered for employment as follows:

- All employees who qualify on a strictly promotional examination shall be certified for possible appointment to a position. Candidates shall not be ranked.
- If an open and competitive examination is administered in conjunction with a promotional examination, all employees who qualify shall be certified for possible appointment to a position, and will not be ranked. The list of eligible candidates for a promotional position who are not current employees of the City who qualify shall be ranked and certified for possible appointment. The department head may select from the total list of qualified candidates.

If there are less than the required number of available eligibles on the appropriate promotional and open competitive lists, the department head at his or her discretion may select from such lesser number of eligibles or may request that another examination be held, in which case the Human Resources Director shall arrange for such examination as soon as practicable.

27.4 Request for Transfer

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

employee must possess the minimum qualifications of the classification that they are requesting to transfer to.

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

All vacant or newly created positions to be filled shall be posted for five (5) working days to allow sufficient time for an employee to consider requesting a transfer. The five (5) day posting period may be waived by mutual agreement between the City and the Association.

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

27.5 Reclassification Procedure

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

27.6 Limited Duration Positions

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

27.7 Credit for Previous Employment

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

- Are currently employed as a full- or part-time employee by the City or have been so employed by the City within the year, prior to the closing date for receipt of applications, and

- A major part of the work performed for the City is or has been directly related to that performed by the classification being applied for, and
- The applicant has a minimum equivalent of one year full time service with the City (1600 hours for hourly paid employees), and
- If training is required, the applicant secures a “Proficient” or better performance rating from his/her supervisor.

28.0 LAYOFF DEFINED

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

28.1 Seniority

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

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

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

28.2 Seniority for Layoff Purposes

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

For the purposes of Section 28.3 (Bumping Rights), seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

28.3 Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 28.1, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held positions include successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included

new duties in the same titled classification, provided that a competitive test was not thereafter given for the re-titled or re-dutied classification.

- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, he/she shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the “most recently held” classification.

28.4 Mutually Agreed Upon Transfer

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

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

28.5 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 weeks pay for each complete year of service, to a maximum of six 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 Section 28.5, the City shall make arrangements to provide employees laid off with job search assistance for 45 days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

28.6 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.

28.7 Notice of Layoff

The City will notify the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee’s last paycheck unless a more recent address has been provided to Human Resources by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, re-employment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform

the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state his/her decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

28.8 Effective Date of Layoff

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

28.9 Appeal

An employee may not appeal the decision to layoff his/her position except as stated in 28.8 above, but may appeal the order of layoff, the bumping provisions (except the tests or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager or his/her designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and to his/her Unit. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Personnel 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 calendar days of the hearing.

29.0 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 he/she is laid off or bumped.

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

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of

the recall notice. If the employee fails to respond within fourteen (14) calendar days of notice to the City, he/she shall lose all recall rights.

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

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

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

It is the responsibility of the employee who has been laid off to keep the City informed as to his/her 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.

29.1 Meet and Confer

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

30.0 REEMPLOYMENT PROCEDURES

30.1 Following Resignation

Upon the recommendation of the department head, any former employee, with permanent status, separated from a position through resignation in good standing, may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the physical requirements for employment. In the event the employee is reinstated within six (6) months of the employee's resignation, the employee shall not be obligated to serve a new probationary period and shall receive credit for his/her former employment in computing salary, vacation, sick leave, and other benefits.

30.2 Following Lateral Transfer or Promotion

Any classified employee who is rejected during the probationary period from a position to which he/she has been promoted or transferred shall be entitled to be reinstated to his/her former position, or comparable position, unless the employee is dismissed in the manner prescribed for the classified service. Employees reinstated under this section shall not be subject to a probationary period and shall receive credit for former employment in computing salary, vacation, sick leave and other benefits.

30.3 Following Service Retirement or Termination

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

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

31.0 GRIEVANCE

31.1 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.

31.2 Grievance Definitions

1. Grievance

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

2. Supervisor

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

3. Party

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

4. Working Day

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

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

31.3 Informal Discussion

Not later than fifteen (15) working days after the date of the event giving rise to the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with 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.

31.4 Formal Grievance - Step One

If after discussion with the immediate management supervisor, the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing, on the prescribed form. The form must be presented to the Department Head (or designee) and the Director of Human Resources within fifteen (15) working days. The grievance statement shall include the following:

- A. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Memorandum of Understanding.
- B. The remedy or correction requested of the City.
- C. The grievance form shall be signed by the grieving employee or Association representative, the date and time of presentation affixed thereto, and signed as received by the Department Head or designee.
- D. The 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 which has been offered, if any.

31.5 Formal Grievance - Step Two

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

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

31.6 Arbitration - Step Three

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

- A. An arbitrator may be selected by mutual agreement between the Association representative and the City's representative.
- B. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State of California Conciliation and Mediation Service for a list of seven (7) qualified arbitrators residing within the State of California. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator.

The first party to strike will be determined by the flip of a coin.

- (1) It is understood that the arbitrator will only interpret this Memorandum and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Association and the employee.
- (2) All fees of the arbitrator and the court reporter, if any, will be borne equally by the Association and the City.
- (3) The parties may agree to waive submission of briefs and the use of a court reporter.

31.7 Time

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

For purposes of this Article, the time limitations applicable to the employee shall be the same time limitations regulating the Association and the information attributable to the individual employee 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 (either the City Manager or Arbitration as appropriate); provided, however, that in no event shall the grievance be deemed to be upheld by the City’s failure to act timely.

31.8 General

- A. Either party to this Memorandum shall, upon receipt of a written grievance, have the right reject such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- B. An Association representative shall have the authority to settle grievances for the Association or employees at the respective steps of the grievances procedure.
- C. Time limits set forth within this Article may be extended upon mutual agreement of the affected parties where the agreement is made before the expiration of the timeline.
- D. Employees may be represented by an Association representative at all levels of the grievance process. Copies of all written grievance documentation will be provided to the Association and the representing steward.
- E. The parties may mutually agree to use the services of a mediator through the State Mediation and Conciliation Service at Step 1 or Step 2 of this procedure. In the event that Mediation does not result in a settlement of the Grievance, the aggrieved party may appeal

the grievance to the next level of the Grievance Procedure. The appeal to the next step must be given in writing to the Human Resources Director by the Association within ten (10) working days from the date of the Mediation.

31.9 Exclusions

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

- A. Determination and application of the procedures, qualifications, and standards of employment;
- B. Budget and capital expenditures;
- C. Items subject to meet and confer;
- D. Performance evaluations;
- E. Letters of Reprimand (are limited to appeal to Second Step – City Manager. The decision of the City Manager is final.) ; and
- F. Items that are expressly designated in this MOU as not subject to grievance.

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

32.0 DISCIPLINARY PROCEDURE AND PERSONNEL BOARD PROCESS

32.1 Disciplinary Action Definition

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

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

A Reduction in hours or a change in schedule, scheduling for work load reasons, or a change in work assignment shall not be considered as discipline. No action to lay off an employee 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.

32.2 Weingarten Rights

(Right to have Association 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.

32.3 Disciplinary Action

32.3.1 Notice of Proposed Discipline

Whenever a disciplinary action is proposed to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action at least five (5) working days in advance of the pre-disciplinary (“Skelly”) hearing.

Such written notification shall include:

- A statement of the proposed disciplinary action to be taken against the employee;
- A statement of the facts upon which the proposed disciplinary action is based which shall set forth clearly and with such particularity the charges against the employee so that the employee can understand said charges;
- A statement must indicate the cause for the proposed disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- A statement should describe any actions taken against the employee that relates to the current proposed disciplinary action; and
- A statement advising the employee that the written notice is to be placed in his/her official personnel file; and
- A statement that said employee has a right to Association representation.
- The deadline by which the employee has to request a Skelly hearing, which needs to be at least three (3) workdays before the deadline for the Skelly hearing to be held.

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

32.3.2 Notice of Disciplinary Action

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

Such written notification shall include:

- A statement of the disciplinary action taken against the employee;
- 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 employee so that he/she can understand said charges;
- A statement must indicate the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- A statement which generally describes any actions taken against the employee during the last five (5) years and which relates to the current disciplinary action;
- A statement advising the employee that the written notice is to be placed in his/her

official personnel file and that said employee has a right to appeal to the Personnel Board.

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

32.4 Appeals

32.4.1 Time for Appeal

Any employee against whom disciplinary action is taken shall have the right to appeal from such disciplinary action; provided, however, that the employee must deliver a written notice of appeal to the Human Resources Department within ten (10) working days of the date that the written notice of disciplinary action was served upon the employee. The employee has a right to request representation for the appeal hearing from the Association. In the event the employee 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 employee shall have no further right to appeal.

32.4.2 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:

- The name and address of the employee;
- The date of the disciplinary action and a statement to the effect that the employee appeals from the disciplinary action; and
- The notice of appeal shall be dated and signed by the employee or by his/her representative.

32.4.3 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.

32.4.4 Findings and Conclusions

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

33.0 PERSONNEL FILES

33.1 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 employee.

33.2 Access and Contents

An employee (or his/her representative, on the presentation of written authorization signed by 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.

33.3 Letters of Reprimand

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

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

33.4 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 shall 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.

34.0 HEALTH AND SAFETY

34.1 Safety Clothing and Eyewear

The City will provide a reimbursement up to \$250.00 every two (2) years for one (1) pair of safety

shoes for the following classifications:

- Building Inspector I, II and Senior;
- Construction Inspector I and II;
- Chief of Surveys and Survey Technician I and II

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 industry standard or by operating department.

The City shall reimburse up to \$250.00 every two (2) years for prescription safety glasses for classifications eligible within this section. In the event that prescription safety glasses are damaged in the course of work, reimbursement may be approved by the department head as deemed necessary. Said reimbursements shall be paid against official receipts for prescription safety glasses.

35.0 UNIFORM ALLOWANCE

Upon appointment, the following classifications shall receive uniforms as specified in the Departmental Uniform Policy: Police Records Specialist I/II, Senior Police Records Specialist, Community Engagement & Public Relations Coordinator.

Each year thereafter, Police Records Specialists I/II and Senior Police Records Specialists will be paid eight dollars (\$8.00) per pay period uniform allowance.

Each year thereafter, the Community Engagement & Public Relations Coordinator will be paid thirty dollars and seventy-seven cents (\$30.77) per pay period uniform allowance.

36.0 MISCELLANEOUS PROVISIONS

36.1 Outside Employment

Secondary employment for compensation is prohibited where: (1) the work of the secondary employer is subject, or was subject within the preceding 12 months, to review, approval, or permit by persons within the employee's department or (2) the employment will otherwise violate the conflict of interest laws.

Employees are encouraged to review their secondary employment with either their department head or the City Attorney's office.

An employee who holds a second job shall not use for private gain or advantage, any equipment, time, facilities or supplies of the City; nor shall employees divulge information or data from City reports, records, correspondence, or manuals unless authorized.

Employees shall neither display a badge or other department identification while engaged in secondary employment. Personnel engaged in outside employment shall in no way represent themselves as employees or officers of the City to those contacted in the course of their secondary

employment.

Violations of this provision as defined in the Political Reform Act of 1974 and/or Government Code Section 1125 (26) are subject to discipline.

Effective January 1, 2020 Article 36.1 (Outside Employment) shall sunset, and employees will be subject to the City's Incompatible Activities Policy.

36.2 Mileage Allowance

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

36.3 Tuition Reimbursement and Attendance at Educational Events

Employees shall be entitled to reimbursement for tuition, books and fees for education courses relating directly to existing job duties or reasonable promotional opportunities, in accordance with City Policy. Approval of the course and any release time shall be obtained in advance from the Department Head. Effective July 1, 201 the reimbursement amount shall increase to \$1,500.00 per person per fiscal year.

Professional and technical employees attending approved meetings, workshops, or conventions of their professional or technical organizations shall be reimbursed for reasonable expenses, including travel, and the City shall pay the dues for those organizations in which membership is required.

37.0 CONTRACTING OUT

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

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

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

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

38.0 NO STRIKE

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

Neither the Association 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.

39.0 NO LOCKOUT

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

40.0 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.

41.0 REOPENER

The parties agree that during the term of this MOU the City may review existing classifications relative to their exemption from overtime. If any changes are deemed appropriate, the parties will meet and confer as to any impacts associated with those desired changes. The parties agree to the meet and confer process but by agreeing to re-open do not agree in advance to any specific proposals.

42.0 TERMINATION OF AGREEMENT

This Agreement shall terminate as of 11:59 p.m., June 19, 2027.

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.

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

Any term and condition of the May 18, 2019 – May 15, 2021 MOU not identified above shall

remain in full force and effect through the term of this Agreement.

SIGNATURE PAGE

For the Association

SAN MATEO CITY EMPLOYEES’
ASSOCIATION

Peter Hoffmann _____
Peter Hoffmann

Mauricio Gonzalez _____
Mauricio “Rico” Gonzalez

Giovana Orozco _____
Giovana Orozco

Kristine Scribner _____
Kristine Scribner

Nicholas Imbody _____
Nicholas Imbody

James Yang _____
James Yang

For the City

CITY OF SAN MATEO

Stacey Cue _____
Stacey Cue

Abby Veaser _____
Abby Veaser

Mike Hilsworth _____
MIKE HILSWORTH

EXHIBIT A GENERAL UNIT CLASSIFICATIONS

ACCOUNTANT I	HUMAN RESOURCES TECHNICIAN
ACCOUNTING ASSISTANT I/II	IS SUPPORT TECH I/II
ACCOUNTING ASSISTANT, SR.	IS SUPPORT TECH SENIOR
ADMINISTRATIVE ASSISTANT	LABORATORY ANALYST I/II
ADMINISTRATIVE TECHNICIAN	LEAD TEACHER
ASSISTANT TO THE CITY CLERK	LIBRARY TECHNOLOGY SPECIALIST
BUILDING INSPECTOR I/II	NETWORK TECHNICIAN
BUILDING INSPECTOR, SENIOR	OFFICE ASSISTANT I/II
CENTRAL SERVICES ASSISTANT	PAYROLL TECHNICIAN I/II
CODE ENFORCEMENT OFFICER I/II	PLAN CHECKER I/II/ENGINEER
COMMUNITY ENGAGEMENT & PR COORD	PLAN CHECKER, FIRE
COMMUNITY SERVICES COORDINATOR	PLANNER, ASSISTANT
COMMUNITY SERVICES SUPERVISOR	PLANNER, ASSOCIATE
CONSTRUCTION INSPECTOR I/II	PLANNER, PUBLIC SERVICE
DATABASE SPECIALIST	PLANNER, ASSISTANT TRANSPORTATION
DEPUTY CITY CLERK	PLANNER, ASSOCIATE TRANSPORTATION
DEVELOPMENT REVIEW TECHNICIAN	POLICE DIGITAL FORENSIC SPECIALIST
DOWNTOWN COORDINATOR	POLICE RECORDS SPECIALIST I/II
ENGINEER, ASSISTANT	POLICE RECORDS SPECIALIST, SENIOR
ENGINEER, ASSOCIATE	PROGRAM ASSISTANT I/II
ENGINEER, JUNIOR	PROGRAM ASSISTANT, SENIOR
ENGINEERING TECHNICIAN I/II	PURCHASING COORDINATOR
ENGINEERING TECHNICIAN, SENIOR	SENIOR DEVELOPMENT REVIEW TECH
ENGINEERING TECHNICIAN, TRAFFIC	SENIOR PARK RANGER
ENVIRONMENTAL COMPLIANCE INSP	SOLID WASTE AND RECYCLE PROG COORD
EXECUTIVE ASSISTANT	STORMWATER PROGRAM COORDINATOR
EXEC SECRETARY TO THE CITY ATTORNEY	SURVEY TECHNICIAN I/II
EXEC SECRETARY TO THE CITY MANAGER	SYSTEMS ANALYST I
FACILITIES COORDINATOR	TRAFFIC ENFORCEMENT COORDINATOR
FINANCE SPECIALIST I/II	VEHICLE ABATEMENT OFFICER
HOUSING SPECIALIST I/II	

EXHIBIT B

CONFIDENTIAL CLASSIFICATIONS

The following classifications/positions within the General Unit are considered confidential. Such classifications/positions will be exempt from the requirements of agency shop pursuant to state law and will not be allowed to serve as an officer/board members or negotiation team members.

Confidential Classifications are:

Assistant to the City Clerk
Deputy City Clerk
Human Resources Technician
Payroll Technician

Confidential Positions are:

Office Assistants, Administrative Assistants, Executive Secretaries and Executive Assistants working in the City Manager, Attorney, and/or Human Resources Departments.

It is also understood that at the time of the next contract negotiations, the City may propose to move these positions/classifications into a confidential/management unit. The parties agree to meet and confer at the appropriate times.

EXHIBIT C**BENEFIT SUMMARY SHEET: GENERAL UNIT 2024**

The following list summarizes the various benefit programs in effect for members of the San Mateo City Employee's Association General Unit as of May 19, 2019.

Bilingual Pay	\$90 per pay period approved bilingual premium pay based upon the City's need of a bilingual qualified employee.
Deferred Compensation	City matches up to 0.5% of base salary. Effective 1/10/21 the City will also contribute 0.5% of base salary into all employees' accounts.
Dental Insurance	City provides a 100/80/80 plan with a \$15 annual deductible, \$3,000 annual maximum payment and \$2,000 lifetime orthodontic benefit for eligible dependents. Refer to dental brochure for specific benefits.
Employee Assistance Program	City provides for Confidential counseling services
Health Insurance	City pays 100% of Kaiser single party coverage, 90% of two-party Kaiser coverage, and 90% of Kaiser family coverage. Employees <u>waiving</u> health coverage receive \$160 per month as taxable income.
Holidays	City provides 14 per year - see MOU for details
Life Insurance	City provides \$50,000 life coverage; \$10,000 Accidental Death and dismemberment.
Long Term Disability	City provides a plan which covers an employee's full salary insured at 66-2/3%. See plan brochure for full details.
Mileage Allowance	IRS rate
Retirement Health Savings Account	City contributes 1.0% of base salary per month for each employee. Employees aged 45 or over with 15 or more years of City service receive an additional 2.0% contribution.
Retirement Program	2% @ 55 Formula with single highest year compensation for "classic members" hired before December 9, 2012. 2% @ 55 Formula with three year final compensation for "classic members" hired on or after December 9, 2012. 2% @ 62 Formula with three year final compensation for "new members" hired on or after January 1, 2013. See MOU for employee pickup of employee pension costs.
Shift Differential	3 p.m. - 6 a.m. = 4.5% of base pay. Applies to Police Records Specialist I/II & Senior, Jr. Engineer assigned to Construction and Inspection Unit, and Construction Inspector.
Sick Leave	City provides 12 days per year earned; unlimited accumulation.

	<i>See MOU for specifics re: use, catastrophic injury or illness, and protected sick leave.</i>														
Social Security	Paid equally by employee and City. For 2019, the Social Security portion is calculated at 6.2% on the first \$168,600 in earnings. The Medicare portion is calculated at 1.45% with no earnings limit.														
State Disability Insurance	Employee Paid														
Tuition Reimbursement and attendance at educational events.	Employees shall be entitled to reimbursement for tuition, books and fees for education courses relating directly to existing job duties or reasonable promotional opportunities, in accordance with City Policy.														
Uniform Allowance	Police Records Specialist and Senior Police Records Specialist: \$8.00 per pay period Community Engagement & Public Relations Coordinator: \$30.77 per pay period														
Vacation	<table> <tr> <td>0- 3rd year</td><td>11 days/year</td></tr> <tr> <td>4th - 9th year</td><td>16 days/year</td></tr> <tr> <td>10th year</td><td>17 days/year</td></tr> <tr> <td>11th year</td><td>18 days/year</td></tr> <tr> <td>12th year</td><td>20 days/year</td></tr> <tr> <td>13th–23rd year</td><td>22.5 days/year</td></tr> <tr> <td>24th year and on</td><td>25 days/year</td></tr> </table> <p><i>See MOU for details on scheduling, accumulation, etc.</i></p>	0- 3 rd year	11 days/year	4 th - 9 th year	16 days/year	10 th year	17 days/year	11 th year	18 days/year	12 th year	20 days/year	13 th –23 rd year	22.5 days/year	24 th year and on	25 days/year
0- 3 rd year	11 days/year														
4 th - 9 th year	16 days/year														
10 th year	17 days/year														
11 th year	18 days/year														
12 th year	20 days/year														
13 th –23 rd year	22.5 days/year														
24 th year and on	25 days/year														
Vision Care	City provides a plan which provides for annual exam, lenses and frames with \$25.00 deductible. Refer to vision brochure for specific benefits.														

Exhibit D

All employee service or disability retirements occurring between January 1, 2019 and December 31, 2019 shall be handled in the following manner:

Years of Merit Service	RHSA Contribution
23 years of service or less	All eligible accrued sick leave shall be contributed to RHSA, and all other eligible accrued leaves shall be in cash
More than 23 years but less than 29 years with a merit start date after 7/1/1995	100% of all eligible accrued leaves shall be contributed to RHSA
More than 23 years but less than 29 years with a merit start date before 7/1/1995	100% of all eligible accrued leaves shall be in cash
More than 29 years but less than 31 years	100% of all eligible accrued leaves shall be in cash
More than 31 years but less than 45 years with a merit start date after 7/1/1987	100% of all eligible accrued leaves shall be in cash
More than 31 years but less than 45 years with a merit start date before 7/1/1987	All eligible accrued sick leave shall be contributed to RHSA, and all other eligible accrued leaves shall be in cash
45 years of service or more	100% of all eligible leaves shall be contributed to RHSA

HUMAN RESOURCES
330 West 20th Avenue
San Mateo, CA 94403-1388



Office: (650) 522-7260
Fax: (650) 522-7261
www.cityofsanmateo.org

October 30, 2008

Mr. Bob Fink
President San Mateo City Employees Association
330 West 20th Ave.
San Mateo, CA 94403

Letter of Commitment
Re: Increase in Leave Balances
Union #6 CTO and #15 Vacation Balances

Dear Bob:

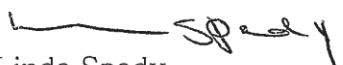
This is sent to confirm discussions held during negotiations for a successor Memorandum of Understanding between the City and the Association. During negotiations the Association proposed that all leave balance caps be increased to allow employees to contribute a greater amount of monies to the RHSA at separation from employment. The City agrees to permit limited increases in both compensatory time off (CTO) and vacation subject to Department Head approval.

The parties agreed that the intention of the parties was to permit the increase in the leave balances when planning for retirement to increase contributions to the RHSA and not just to increase the balance for cash purposes or to take additional compensatory time off.

The City agrees to notify Department Heads of this intent and that the Department Head should agree to the increase to the leave balances when an employee requests to do so as part of planning for retirement.

It was further discussed during negotiations that the Association will have to agree to a RHSA plan design which mandates that a sizable portion of the leaves balances be contributed to the RHSA at the time of separation from employment.

Sincerely,


Linda Spady
Human Resources Director

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