

CITY OF SAN MATEO
RESOLUTION NO. ____ (2024)

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SAN MATEO AND THE SAN MATEO CITY EMPLOYEES' ASSOCIATION AND
APPROPRIATING FUNDS TO THE FISCAL YEAR 2024-25 BUDGET**

WHEREAS, the amendments are related to salary, term, other pays and miscellaneous language changes relating to departmental operations, and language clarity for the unit; and

WHEREAS, the parties have met and conferred, and have reached tentative agreement to amend the Unit's MOU; and

WHEREAS, the Unit has ratified the Mediator's Proposal; and

WHEREAS, supplemental budget appropriation of \$500,000 is required for Fiscal Year 2024-25

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. This Memorandum of Understanding is not a project subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines Section 15378(b)(4).)
2. The amendments to the Memorandum of Understanding for the San Mateo City Employees' Association, set forth in the Tentative Agreement attached as Exhibit A, are approved and summarized as follows:

Term: The contract will be for a period of three years, expiring on June 19, 2027.

Salary: The bargaining unit will receive a 3.0% salary increase and an additional 2.0% increase for equity adjustments effective the first full pay period following Council adoption. Moreover, a number of classifications will receive targeted equity adjustments ranging from 0.2% to 6% effective the first full pay following Council adoption. The bargaining unit will receive a 3.0% increase effective the pay period including June 22, 2025. The bargaining unit will receive a 3.0% increase effective pay period including June 21, 2026.

Limited Reopener: During the term of this MOU, the parties agree to a limited reopener for the purposes of reviewing the comparable city requirements. The City has agreed to prepare a total compensation survey for classifications "set to market" and within 14 days of receiving said survey, 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.

Educational Incentives: \$1,300 annual incentive for certain classifications of employees that attain and maintain certification as a Certified Access Specialist (CASP). Additional certifications ranging from an annual incentive of \$300.00 to \$900.00 for possession and maintenance of a certain number of certifications issued by the International Code Council (ICC) for particular classifications in this Association.

Safety Clothing and Eyewear: Effective the first full pay period following Council adoption of this agreement, the City will reimburse employees up to \$250.00 per employee every two years for a pair of safety shoes and safety glasses for certain classifications.

Other: There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

3. An appropriation of funds in the amount of \$500,000 to the Fiscal Year 2024-25 Budget is approved, as outlined below by fund

General Fund:

City Manager's Office	\$ 7,500
City Clerk's Office	2,500
City Attorney's Office	5,000
Finance	15,000
Information Technology	10,000
Human Resources	8,000
Community Development	25,000
Public Works	59,000
Police	38,000
Parks & Recreation	82,000
Library	15,000

Other Funds:

Solid Waste Fund	22,000
Advanced Planning Fund	5,000
Construction Service Fund	116,000
Sewer Fund	81,000
Fleet and Building ISF Fund	4,000
Workers Comp. ISF Fund	3,000
Comprehensive Liability ISF Fund	2,000

Exhibit A

CITY OF SAN MATEO and SAN MATEO CITY EMPLOYEE'S ASSOCIATION UNIT

2024 MOU NEGOTIATIONS

TOTAL TENTATIVE AGREEMENT

The below provisions represent the total tentative agreement for a successor MOU. Any provision not changed below will remain as provided in the parties' expired May 19, 2019 through June 22, 2024 MOU. During the course of updating the MOU the parties may mutually agree to additional clean-up or non-substantive corrections.

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:

~~June 16, 2019 3.0%~~ 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%

~~January 10, 2021 2.0%~~ Effective the pay period including June 22, 2025 all represented classifications will receive an across the board increase of three percent (3%).

~~May 1, 2022 1.0%~~ Effective the pay period including June 21, 2026 all represented classifications will receive an across the board increase of three percent (3%).

Article 12.0 – SALARY ADJUSTMENT

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 (population 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.

13.4 Annual Certification Incentive

To be eligible for an annual ~~\$1,300.00~~ ~~\$500.00~~ 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~~ ~~\$500.00~~ incentive shall be paid biweekly.

13.6 ICC Annual Certification Incentive (new)

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.

34.0 HEALTH AND SAFETY

34.1 Safety Clothing and Eyewear

The City will provide a reimbursement up to ~~\$250.00~~ \$200.00 for every two 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 ~~\$200.00~~ ~~\$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.**

For the SMCEA:


Peter Hoffmann

For the City:


Stacey Cue

Date: 7/11/2024

Date: 07/11/2024