

**CITY OF SAN MATEO
RESOLUTION NO. ____ (2024)**

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SAN MATEO AND THE SEIU MAINTENANCE UNIT AND APPROPRIATING FUNDS TO
THE FISCAL YEAR 2024-25**

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

WHEREAS, an appropriation of additional funds to the Fiscal Year 2024-25 adopted operating budget is necessary to fund the additional salary increases not budgeted.

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

1. This Tentative Agreement 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 SEIU Maintenance Unit, 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 25, 2027.

Salary: The bargaining unit will receive a 3 percent salary increase and an additional 2 percent increase for equity adjustments effective the first full pay period following Council adoption. In addition, a number of classifications will receive targeted equity adjustments of 1 percent effective the first full pay period following Council adoption. The bargaining unit will receive a one-time lump sum payment of \$1,500 in recognition of ongoing safety training following Council adoption. The bargaining unit will receive a 3 percent increase effective the pay period including June 21, 2025. The bargaining unit will receive a 3 percent 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.

Additional Compensation Surveys: The City has agreed to prepare a total compensation survey for classifications "set to market" that were not already surveyed. 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 \$10,000 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.

Japanese Curator Differential: 5 percent differential for a worker who has the expertise and assumes the added duties of curating the City of San Mateo Japanese Garden.

Safety Clothing/Equipment: Effective the first full pay period following Council adoption of this

agreement, the City will reimburse employees up to \$300 per fiscal year towards safety shoes, socks, and orthotics.

Uniforms: Effective the first full pay period following Council adoption of this agreement, the City will adhere to the SEIU Maintenance Unit Uniform Policy and provide for an annual allowance of \$280.00 for jackets as needed and an annual allowance of \$200.00 per year for pants/jeans as an alternative to City-provided uniform pants 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. A supplemental budget appropriation of funds in the amount of \$345,000 to the Fiscal Year 2024-25 Budget is approved as outlined below by fund:

General Fund	\$127,500
Solid Waste Fund	\$9,500
Sewer Fund	\$185,500
Fleet and Building ISF Fund	\$22,500

Exhibit A

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2024 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

10.2.7 Japanese Curator Differential (New section)

A worker who has the expertise and assumes the added duties of curating the City of San Mateo Japanese Garden shall receive a five percent (5%) differential.

11.0 TEMPORARY UPGRADE ~~ACTING~~ PAY

Any merit system worker in the SEIU Maintenance Unit who is assigned by a supervisor to carry out the full range of responsibilities in a higher classification for **at least one (1) full-eight (8) cumulative hours or more during any pay period** shall receive the rate of pay of the higher classification for all time in the assignment. The rate of pay for a temporary upgrade shall be that rate the worker would be entitled to in the event of a promotion under Section 9.3 of this Agreement. If a temporary upgrade assignment is in a different bargaining unit, the employee will retain the benefits of their actual position.

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

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).

11.1 Acting Pay – Temporary Upgrade Pay (TUP)

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

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

11.2 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 PEPRA.

12.0 DIFFERENTIAL PAY FOR WORKING OUT OF CLASSIFICATION PAY

When a worker is assigned to perform a significant portion but not all of the duties of a higher paid classification, the worker may qualify for a differential in pay. The extent of duties assigned and the differential for pay for this work out of class will be evaluated by the immediate supervisor subject to Department Head approval **and must be a minimum of one (1) shift.**

14.1 Compensation Increases During the Term of Agreement

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

August 7, 2022 — 4.0%

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.

Additionally, other economic increases as follows:

<u>Benchmarks</u>	<u>Targeted Vacancy Equity</u>
CENTRAL SERVICES WORKER	1%
LANDSCAPE LABORER*	1%
FACILITIES MAINT WORKER	1%
MAINTENANCE WORKER II	1%
WWTP MECHANIC I	1%

*Affects Single Classification

Effective the first full pay period following Council adoption of this agreement, each active merit employee on payroll as of the date of adoption will receive a one-time lump sum payment of \$1,500 in recognition of required ongoing safety training.

Effective the pay period including June 21, 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%).

14.2 Market Placement and Compensation Survey Data

The City agrees to provide survey data prior to the commencement of negotiations for a successor Memorandum. Data to be provided shall include: top step salary, EPMC and deferred compensation; PERS and Social Security (City share); health, dental and vision benefits; life insurance and LTD.

The City seeks to set top-step base salaries equal to the median of comparable cities. Cities with populations from 50,000 to 150,000 in San Mateo, Santa Clara and Alameda counties will be surveyed and the data will be used to provide a competitive package. For benchmark classifications at the Wastewater Treatment Plant, cities / special districts in San Mateo, Santa Clara and Alameda counties that serve populations from 100,000 – 250,000 will be surveyed and the data will be used to provide a competitive package.

The data will be compiled no later than two (2) months prior to the expiration of this Memorandum of Understanding. The market median for benchmark classifications is determined by a survey of the comparable benchmark classifications using those cities/ special districts used to set compensation adjustments for the Unit.

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

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 Union of the intent to reopen.

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

1. Custodian
2. Tree Maintenance Specialist
3. Traffic and Lighting Technician

The survey will utilize the same comparators and components of compensation as the surveys for Maintenance Worker II, Landscape Maintenance Worker II, Facilities Maintenance Worker, WWTP Operator II and WWTP Plant Mechanic II as provided to the Association in labor

negotiations. This total compensation survey shall be completed by December 1, 2024, and promptly provided to the Union. 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 \$10,000 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.

15.0 HEALTH AND WELFARE PROVISIONS

15.1 Health Insurance

The City shall make a dedicated health contribution on behalf of those workers eligible for Group Medical Coverage or Medicare, Part B under the various plans available to the City in the amounts necessary to a maximum contribution of One Hundred Sixty Dollars (\$160.00) per worker per month **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 shall make available to eligible current and retired workers benefits equal to the Meyers Geddes State Employees' Medical and Hospital Care Act, and may self-insure after meeting and conferring with the Union.

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

15.3 Flexible Benefits Plan

The City shall contribute up to \$1,903.91 (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 adjusted to 100% of the Bay Area Kaiser Single rate, 90% of the Bay Area Kaiser Two-Party rate, and 90% of the Bay Area Kaiser Family rate.

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

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash the waiver amounts outlined below.

15.5 Merit Employees hired on or after July 1, 2006

Waive Coverage:

For employees waiving health insurance entirely, the employee will receive \$160 per month as part of their salary **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 workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional cash disbursement.

17.0 HOLIDAYS

17.1 Recognized Holidays

Legal holidays shall be as follows:

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

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

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

18.0 VACATION

18.1 Vacation Accrual

A worker shall accrue vacation with pay as follows:

Biweekly Yrs. Of Service	Days/Year	Biweekly Hourly Accrual
0 through 3 rd	11 days	3.39 hrs./biweekly
4 th through 9 th	16 days	4.9 3 2 hrs./biweekly
10 th year	17 days	5.2 4 3 hrs./biweekly

11 th year	18 days	5.54 hrs./biweekly
12 th year	20 days	6.16 hrs./biweekly
13 th year through 23 rd year	22.5 days	6.93 hrs./biweekly
24 years and beyond	25 days	7.769 hrs./biweekly

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

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

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

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

19.5 Bereavement Leave

In the event of a death in the immediate family, workers may take accrued sick leave of up to ~~three (3) days~~, or up to five (5) days. **Additional accrued sick leave may be taken** at the discretion of the employee's department head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, great grandparent, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

21.2 Leave Without Pay

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

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

33.4.1 Safety Clothing/Equipment

The City will provide up to ~~three~~ two hundred and fifty dollars (\$~~302~~50.00) per fiscal year toward the reimbursement of safety shoes, socks, and orthotics. Said reimbursement shall be against original official receipts for safety shoes, socks and orthotic expenditures. Safety shoes are

defined as any Safety Committee recommended shoe. The City shall continue to supply all required safety equipment.

33.4.2 Uniforms

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

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

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

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

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

The City shall adhere to the Policy (SEIU Maintenance Unit Uniform) for the provision of uniforms to eligible employees. The uniform allowance shall cover the following items:

1. Uniform Shirts: Eleven (11) units (one-time, to be replaced as needed)
2. Uniform T-Shirts with City Logo: Seven (7) units (to be replaced as needed for the Facilities Department only)
3. Hats with City Logo: to be replaced as needed.
4. Uniform Pants: Eleven (11) units (one time to be replaced as needed)
5. Jackets: (not to exceed \$280 provided annually, to be replaced as needed)

Optional- Uniform Pants Allowance: In addition to the provided uniforms, only Public Works (Facilities/Streets/Traffic/Sweeper Crews) and Parks and Recreation shall receive an annual allowance of \$200.00 per year for the procurement of pants and/or jeans as an alternative to City-provided uniform pants.

36.3 Disciplinary Action

36.3.1 Notice of Proposed Discipline

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

Such written notification shall include:

- a. Statement of the proposed disciplinary action to be taken against the worker;
- b. A statement of the facts upon which the proposed disciplinary action is based which shall set forth clearly and with such particularity the charges against the worker so that the worker can understand said charges;
- c. A statement must indicate the cause for the proposed disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- d. A statement which generally describes any actions taken against the worker during the last five (5) years and which relates to the current proposed disciplinary action;
- e. A statement advising the worker that the written notice is to be placed in their official personnel file and that said worker has a right to Union representation.

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

36.3.2 Notice of Disciplinary Action

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

Such written notification shall include:

- a. Statement of the disciplinary action taken against the worker;
- b. A statement of the facts upon which the disciplinary action is based which shall set forth clearly and with such particularity the charges against the worker so that the worker can understand said charges;
- c. A statement must indicate the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies;
- d. A statement which generally describes any actions taken against the worker during the last five (5) years and which relates to the current disciplinary action;
- e. A statement advising the worker that the written notice is to be placed in their official personnel file and that said worker has a right to appeal to the Personnel Board.

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

38.0 FLEXIBLE STAFFING

Definition: Flexible staffing reflects a situation where two levels of a specialization exist: entry level and journey level. These positions are most often a I and II series or possibly an “assistant” and “associate” level. For a worker to progress from the entry level to the journey level, they must meet a specified level of expertise or a length of time and expertise as described by the relevant job description to be promoted to the “journey” level. No testing process is necessary. Many of these series classifications also have a “III” or “senior” level. However to progress to this higher level a worker must complete the application and recruitment process.

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

Landscape Laborer

Landscape Maintenance Worker I

Landscape Maintenance Worker II

Maintenance Worker I

Maintenance Worker II

Water Quality Plant Operator I

Water Quality Plant Operator II

Plant Mechanic I

Plant Mechanic II

Pump Station Mechanic I

Pump Station Mechanic II

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

43.0 TERMINATION OF AGREEMENT

This Agreement shall terminate as of 11:59 p.m., June 22⁵, 2024⁷.

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

The existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and conditions of employment not covered in this Agreement for workers in this Unit shall remain unchanged unless the changes are the result of meeting and conferring as required by law.

City of San Mateo GPS Data Policy

Within ninety (90) days of Union ratification and City Council approval of this MOU, representatives of the City and the Union will meet to discuss developing and implementing a revised GPS Data policy that would cover all non-safety employees Citywide.

If the parties do not reach agreement on a revised GPS Data policy pursuant to this side letter, the current provisions of the MOU shall remain status quo.