

**CITY OF SAN MATEO  
RESOLUTION NO. \_\_\_\_ (2019)**

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN MATEO AND THE  
SAN MATEO CITY EMPLOYEES' ASSOCIATION GENERAL UNIT**

WHEREAS, meet and confer sessions were held with the San Mateo City Employees' Association (SMCEA) General Unit, whose memorandum of understanding (MOU) expired on May 18, 2019; and

WHEREAS, the amendments are related to salary, term, health, deferred compensation contributions, retirement health savings contributions, uniform allowance, holiday credit and other miscellaneous language changes relating to departmental operations, legislative changes, 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 Tentative Agreement; and

WHEREAS, no appropriation of additional funds to the Fiscal Year 2018-2019 Budget is necessary;

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

1. The amendments to the Memorandum of Understanding for the San Mateo City Employees' Association (hereafter "Association"), set forth in the Tentative Agreements attached as Exhibit A, are approved and summarized as follows:

- Term: Two years, expiring on May 15, 2021.
- Salary: 3.0% increase effective June 16, 2019 and 2.0% increase effective January 10, 2021.
- Health: The amount paid to employees who were hired prior to July 1, 2006 will be impacted as such on January 10, 2021:
  - Payment in lieu of health coverage will be reduced to \$160.00/month
  - Payment in addition to health insurance coverage will end
- Retirement Health Savings: Effective June 16, 2019, the City will contribute an additional 0.5% to employees' retirement health savings accounts, for a total of 1.0%. Additionally, the City will contribute 2.0% to the Retirement Health Savings accounts of those employees aged 45 and over with 15 or more years of City service.
- Deferred Compensation: Effective June 16, 2019, the City will match up to 0.5% of base salary into participating employees' 457 deferred compensation accounts. Effective January 10, 2021,

the City will also contribute 0.5% of base salary into all employees' 457 deferred compensation accounts.

- Uniform: Increase the allowance for Police Record Specialist I/II and Senior Police Records Specialist by \$18. Provide a uniform allowance to the Community Engagement & Public Relations Coordinator.
- Holiday: Convert holiday credit for classifications that work without regards to holidays from holiday hours to holiday-in-lieu pay.
- Certification Incentive: Provide \$500.00 to employees in certain classifications that attain and maintain certification as a Certified Access Specialist for property inspection.
- There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

2. There is no financial impact to the 2018-19 budget. The budget for 2019-20 will be reviewed mid-year to determine if a supplemental appropriation will be necessary.

EXHIBIT A

CITY OF SAN MATEO and SMCEA GENERAL UNIT  
2019 MOU NEGOTIATIONS  
TENTATIVE AGREEMENT

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:

~~July 31, 2016 — 4%~~  
~~January 1, 2017 — 1%~~  
~~July 2, 2017 — 3%~~  
~~July 1, 2018 — 2%~~  
First pay period after City Council adoption: 3.0%  
January 10, 2021: 2.0%

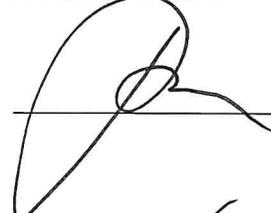
43.0 TERMINATION OF AGREEMENT

This Agreement shall terminate as of 11:59 p.m., ~~May 18, 2019~~ May 15, 2021.

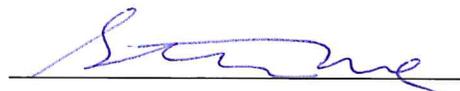
The existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours, and conditions of employment not covered in this Agreement for employees in this Unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by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

For the SMCEA:

  
\_\_\_\_\_  
Date: 5/22/19

For the City:

  
\_\_\_\_\_  
Date: 5/22/19

## CITY OF SAN MATEO and SMCEA GENERAL UNIT

### 2019 MOU NEGOTIATIONS

#### TENTATIVE AGREEMENT

##### 24.3 Flexible Benefits Plan

The City shall contribute up to ~~\$1,746.74~~ ~~\$1,797.71~~ (inclusive of the \$160 maximum City contribution towards group medical insurance) per month towards the flexible benefit plan.

~~On January 1, 2017 and each~~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 ~~in cash the waiver amounts outlined below~~ \$160 per month as part of their salary. 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.

##### 24.4.1 Merit Employees hired before July 1, 2006

###### Waive Coverage:

- ~~Effective January 6, 2013, employees who waive health insurance entirely shall receive \$638.00 per month as part of their salary.~~
- ~~Effective January 5, 2014, employees who waive health insurance entirely shall receive \$578.00 per month as part of their salary.~~
- ~~Effective January 4, 2015, employees who waive health insurance entirely shall receive \$518.00 per month as part of their salary.~~
- ~~Effective January 3, 2016, employees who waive health insurance entirely shall receive \$443.00 per month as part of their salary.~~
- ~~Effective January 1, 2017, employees who waive health insurance entirely shall receive \$393.00 per month as part of their salary.~~

- ~~Effective January 14, 2018, employees who waive health insurance entirely shall receive \$338.00 per month as part of their salary.~~
- 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 6, 2013, employees who elect Single coverage shall receive \$409.00 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.~~
- ~~Effective January 5, 2014, employees who elect Single coverage shall receive \$349.00 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.~~
- ~~Effective January 4, 2015, employees who elect Single coverage shall receive \$289.00 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.~~
- ~~Effective January 3, 2016, employees who elect Single coverage shall receive \$214.00 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.~~
- ~~Effective January 1, 2017, employees who elect Single coverage shall receive \$189.00 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.~~
- ~~Effective January 14, 2018, employees who elect Single coverage shall receive \$159.00 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.~~
- 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.

- ~~• Employees hired before 7/1/06 (waive and single coverage), receive a one-time non-PERSable lump sum payment of nine hundred dollars (\$900), in the first pay period of January 2017.~~
- ~~• Employees hired before 7/1/06 (waive and single coverage), receive a one-time non-PERSable lump sum payment of seven hundred dollars (\$700), in the first pay period of January 2018.~~
- ~~• Employees hired before 7/1/06 (waive and single coverage), receive a one-time non-PERSable lump sum payment of five hundred dollars (\$500), in the first pay period of January 2019.~~

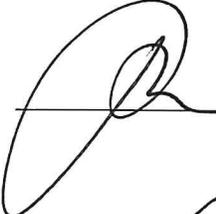
**~~24.4.2 Merit Employees hired on or after July 1, 2006~~**

**Waive Coverage:**

~~For employees waiving health insurance entirely, the employee will receive \$160 per month as part of their salary.~~

~~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.~~

For the SMCEA:



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Date: 5/22/19

For the City:



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Date: 5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**  
**2019 MOU NEGOTIATIONS**  
**TENTATIVE AGREEMENT**

**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 account will be borne by the City.

Effective April 1, 2009 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". will be as follows:

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 30<sup>th</sup> of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the separation pay arrangement in effect at the time will continue for the following calendar year.

~~At the time of service or disability retirement from City merit employment, all eligible accrued leaves shall be contributed to the employee's RHSA.~~

~~At the time of non-retirement separation from City merit employment, no separation pays, except sick leave which would otherwise be eligible for payout as articulated in the MOU, shall be contributed to the employee's RHSA.~~

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 the first Full Pay Period following adoption of this agreement, ~~t~~The City will contribute one one-half percent (1.05%) of base salary per month for each employee into the RHSA plan. ~~Upon City Council adoption, these City's contributions will be suspended through May 21, 2016 and resume on May 22, 2016.~~

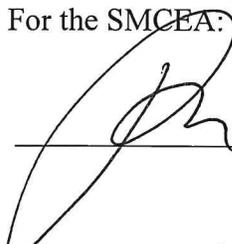
Beginning the first Full Pay Period following adoption of this agreement, the City shall contribute two percent (2.0%) of base salary per pay period to the Retirement Health Savings accounts of those employees aged 45 or over with 15 or more years of City service. Employees who become eligible for this 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.

Exhibit D

Effective January 1, 2019, separation pay contributions will be as follows:

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

For the SMCEA:

  
\_\_\_\_\_  
Date: 5/22/19

For the City:

  
\_\_\_\_\_  
Date: 5/22/19

CITY OF SAN MATEO and SMCEA GENERAL UNIT

2019 MOU NEGOTIATIONS

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**26.0 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.

~~Effective with the pay period starting July 6, 2014, employees will pay 7.0% of the PERS employee share contribution on a pre-tax basis.~~

~~Effective July 31, 2016, classic members shall pay one-half the total normal cost with a cap of 7.5% for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis~~

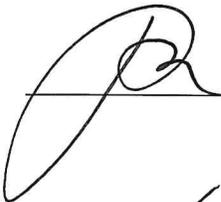
~~Effective July 1, 2017, classic members shall pay one-half the total normal cost with a cap of 8.0% for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis.~~

~~Effective July 1, 2018, Classic members shall pay one-half the total normal cost with a cap of 8.5% 9.0% for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis.~~

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

For the SMCEA:

For the City:



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Date: 5/23/19

Date: 5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**

**2019 MOU NEGOTIATIONS**

**TENTATIVE AGREEMENT**

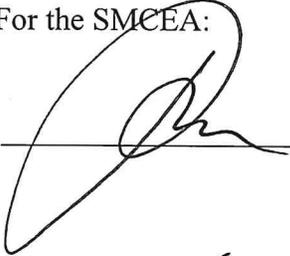
**27.0 DEFERRED COMPENSATION BENEFIT**

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

Effective with the first pay period following City Council adoption, 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.

For the SMCEA:



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Date: 5/22/19

For the City:



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Date: 5/22/19

CITY OF SAN MATEO and SMCEA GENERAL UNIT

2019 MOU NEGOTIATIONS

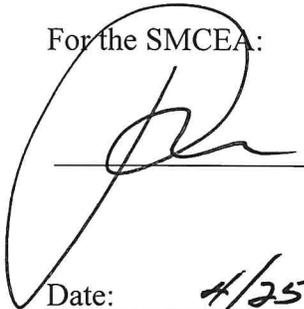
TENTATIVE AGREEMENT

**37.3 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. ~~The City agrees to review the City Policy regarding amount of tuition reimbursement during the term of the Agreement. Effective July 1, 2019 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.

For the SMCEA:

  
\_\_\_\_\_  
Date: 4/25/19

For the City:

  
\_\_\_\_\_  
Date: 25 April 2019

**CITY OF SAN MATEO and SMCEA GENERAL UNIT  
2019 MOU NEGOTIATIONS  
TENTATIVE AGREEMENT**

**36.0 UNIFORMS ALLOWANCE**

**~~36.1 — Uniform Allowance — Police Records Specialist~~**

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.

~~and~~ Each year thereafter, Police Records Specialists I/II and Senior Police Records Specialists will be paid ~~seven dollars and thirty one cent~~ eight dollars (\$~~7.31~~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.

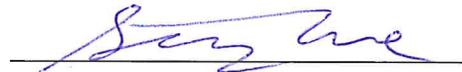
For the SMCEA:

  
\_\_\_\_\_

Date:

5/22/19

For the City:

  
\_\_\_\_\_

Date:

5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**

**2019 MOU NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**18.0 HOLIDAYS**

**18.1 Holidays Observed**

The holidays to be observed are as follows:

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

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 ~~Credit~~ for Employees on Seven Day Work Week**

Employees who are assigned a special holiday schedule because they cannot take holidays when they fall shall ~~be compensated for holidays as follows: 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.~~

~~18.3.1 Such employees shall be compensated for 13 holidays a year by the granting of 4.0 hours of holiday credit at the beginning of each biweekly pay period. Holiday credit shall begin accruing immediately upon hire and shall be prorated for the employee hired during any pay period.~~

**18.3.2 Holiday Leave Accumulation**

~~The maximum accumulation of holiday credits for positions which are regularly scheduled for weekend work assignments shall be eighty (80) hours. The eighty (80) hour maximum holiday accrual. This provision shall apply to employees in the following classifications:~~

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

~~18.3.3 Such employees shall be compensated for special holidays declared by competent authority by the granting of equivalent time off under the conditions specified above.~~

~~18.3.4 Such employees in the Communications Division, Water Quality Control Plant, and the Police Records Specialists may either be granted equivalent time off under the conditions specified above or be paid at the employee's established rate of pay at the employee's discretion.~~

~~18.3.5 Employees assigned a special holiday schedule shall receive credit for four (4) hours compensating time off if their regular work schedules require them to work on December 25th.~~

**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 his 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**

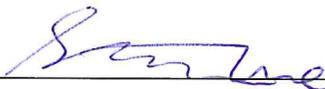
In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

For the SMCEA:

  
\_\_\_\_\_

Date: 5/22/19

For the City:

  
\_\_\_\_\_

Date: 5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**

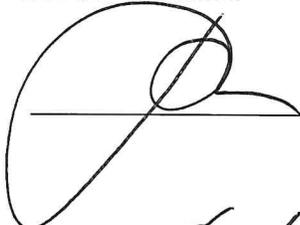
**2019 MOU NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**(New): Annual Certification Incentive**

To be eligible for an annual \$500.00 certification incentive, a Plan Check Engineer, Plan Checker I/II, 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 \$500.00 incentive shall be paid biweekly.

For the SMCEA:

  
\_\_\_\_\_  
Date: 5/22/19

For the City:

  
\_\_\_\_\_  
Date: 5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**

**2019 MOU NEGOTIATIONS**

**TENTATIVE AGREEMENT**

**37.1 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.

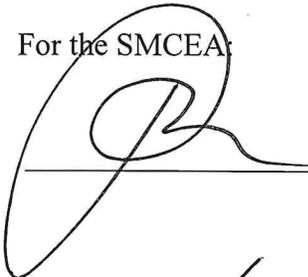
Employees shall neither display a badge or other department identification while engaged in secondary employment. Personnel engaged in outside employment shall in no way represent themselves as employees or officers of the City to those contacted in the course of their secondary employment.

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

~~During the term of this Memorandum of Understanding, the City may request to reopen Section 37.1 to meet and confer with SMCEA over changes to this section to be consistent with the terms of a City-wide Outside Employment Policy.~~

Effective January 1, 2020 Article 37.1 (Outside Employment) shall sunset, and employees will be subject to the City's Incompatible Activities Policy.

For the SMCEA:



Date: 5/14/19

For the City:



Date: 5/14/19

CITY OF SAN MATEO and SMCEA GENERAL UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

~~12.3 Team Recognition Pay and Mid-Term Pay Raises~~

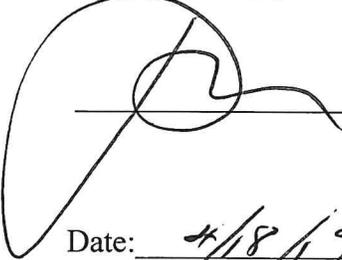
~~When the City has the financial ability, alternate sources of compensation may be made available, including Team Recognition Pay and with City Council approval, mid-term pay increases of up to two and one-half percent (2 1/2 %). In the event the Council approves mid-term pay raises, they will consider, among other factors, the employment market, attraction and retention history, as well as the City's financial health.~~

~~During the annual budget adoption process, Team Recognition Pay may be afforded the employees in additional compensation. Up to One-Third (1/3) of the General Fund balance, as determined by City Council, will be used to fund the Team Recognition Program up to a maximum of five percent (5%) of the annual General Fund salaries for those units that elect to participate in the Program. The maximum value for the program may be changed at the City Council's discretion.~~

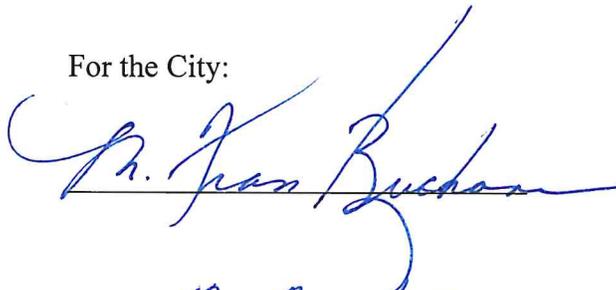
12.3 Mid Term Pay Raises

When the City has the financial ability, mid-term pay increases of up to two and one-half percent (2 1/2%) 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.

For the SMCEA:

  
\_\_\_\_\_  
Date: 4/18/19

For the City:

  
\_\_\_\_\_  
Date: 18 April 2019

CITY OF SAN MATEO and SMCEA GENERAL UNIT

2019 MOU NEGOTIATIONS

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**21.4 ~~Doctor's~~ Medical Professional's Certification**

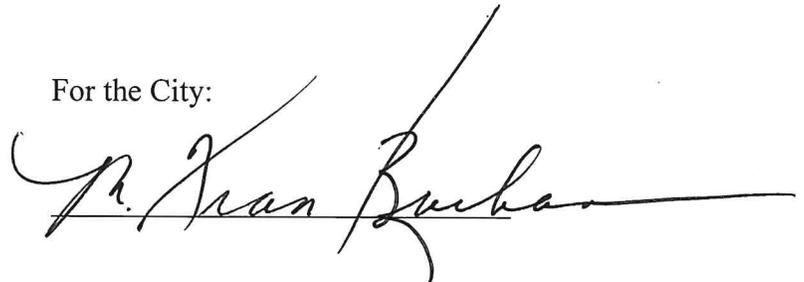
A department head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Director of Human Resources.

A ~~doctor's~~ medical professional's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of ~~the doctor's~~ 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.

For the SMCEA:

  
Date: 4/4/19

For the City:

  
Date: 4 April 2019

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**  
**2019 MOU NEGOTIATIONS**  
**TENTATIVE AGREEMENT**

**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 ~~of 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 ~~Names and Classifications~~ Employee Reports**

~~The 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.

~~a written notice of the names, classifications, and addresses for all present and new employees in the SMCEA General Unit on a twice yearly basis, as near the following dates as practical—January 1<sup>st</sup> and July 1<sup>st</sup>. Such notices shall be cost free.~~

#### **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.

##### ~~4.6.1 Implementation~~

~~As a condition of employment, all permanent, probationary and limited duration employees, hired after March 1, 1983, must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious or personal exemption from this requirement, as provided below.~~

~~Any represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment, as provided below. The Bargaining Unit will be responsible for compiling and updating informational materials provided to its members.~~

##### ~~4.6.2 Waiver of Election for Newly Represented Employees~~

~~The addition of permanent and probationary classifications and/or employees to the unit~~

~~represented by the Unit shall not require an election for the application of this Agency Shop provision.~~

**~~i. Religious Exemption~~**

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

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

**~~ii. Payroll Deductions and Pay-over~~**

~~The City will deduct after receipt of the authorization form, the employee's dues, service fee deductions, or charitable contributions. If the employee fails to return the authorization forms within thirty (30) days, the City will initiate payroll deduction for service fees effective the next full pay period.~~

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

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

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

**~~4.6.3 Financial Reports~~**

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

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

**~~4.6.4 Hold Harmless~~**

~~The Association shall indemnify and hold harmless the City, its officers, and employees from~~

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

### ~~iii. Job Announcements~~

~~Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.~~

#### ~~4.6.5 Enforcement~~

~~Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.~~

## **12.0 SALARY ADJUSTMENT**

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

### **12.1.2 K-Rated Positions**

~~Employees in the following classifications will have their November 2008, 2009, 2010 and 2011 base salary adjustments reduced by .25% until such time as the K-rated salary equals the published base salary for the same classification or until the total reduction reaches a maximum of one (1) percent. Those classifications are:~~

~~Building Inspector II  
Plan Check Engineer~~

### **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 ~~effective~~ “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 ~~satisfactory~~ “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.

#### 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  
~~Word/Micro Processing Operators I, II & Senior~~  
Junior Engineer assigned to Construction and Inspection Unit  
Construction Inspector

#### 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 ~~fiscal~~ 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.

~~Effective December 31, 2017, s~~ Sell back requests must be received by Payroll no later than December 31 for the following ~~fiscal~~ 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.

#### 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 ~~Earned Time off (CETO)~~ 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.

~~Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.~~

Not more than six (6) days of such protected ~~family~~ sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, in 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) at the discretion of the employee's department head, in the event of a death of an immediate member of his/her family. Bereavement Leave shall be tracked separately Protected Family 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.

### 28.2 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

Information Services Support Technician I  
Information Services Support Technician II

Building Inspector I  
Building Inspector II

Laboratory Analyst I  
Laboratory Analyst II

Code Enforcement Officer I  
Code Enforcement Officer II

Office Assistant I  
Office Assistant II

Construction Inspector I  
Construction Inspector II

Plan Checker I  
Plan Checker II

Junior Engineer  
Assistant Engineer  
Associate Engineer

Assistant Planner  
Associate Planner

Financial Specialist I  
Financial Specialist II

Assistant Transportation Planner  
Associate Transportation Planner

Housing Specialist I

Payroll Technician I  
Payroll Technician II

Housing Specialist II

Engineering Technician I

Engineering Technician II

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.

~~The City agrees to review the classifications of Database Specialist I and II to determine if the positions should be flexibly staffed.~~

### **28.3 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. ~~This provision shall supersede Personnel Rule Section 1 (14) and (24).~~ 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.

### **28.7 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 ~~satisfactory~~ "Proficient" or better performance rating from his/her supervisor.

**EXHIBIT A  
GENERAL UNIT CLASSIFICATIONS**

ACCOUNTANT I	HUMAN RESOURCES TECHNICIAN
ACCOUNTING ASSISTANT <u>I/II</u>	IS SUPPORT TECH <u>I/II</u>
<del>ACCOUNTING ASSISTANT II</del>	<del>IS SUPPORT TECH II</del>
ACCOUNTING ASSISTANT, SR.	IS SUPPORT TECH SENIOR
ADMINISTRATIVE ASSISTANT	LABORATORY ANALYST <u>I/II</u>
ADMINISTRATIVE TECHNICIAN	<del>LABORATORY ANALYST II</del>
ASSISTANT TO THE CITY CLERK	LEAD TEACHER
BUILDING INSPECTOR <u>I/II</u>	LIBRARY TECHNOLOGY SPECIALIST
<del>BUILDING INSPECTOR II</del>	NETWORK TECHNICIAN
BUILDING INSPECTOR, SR.	OFFICE ASSISTANT <u>I/II</u>
CENTRAL SERVICES ASSISTANT	<del>OFFICE ASSISTANT II</del>
<del>CITY CLERK, DEPUTY</del>	<del>PARK RANGER, SR</del>
CODE ENFORCEMENT OFFICER <u>I/II</u>	PAYROLL TECHNICIAN <u>I/II</u>
<del>CODE ENFORCEMENT OFFICER II</del>	<del>PAYROLL TECHNICIAN II</del>
<u>COMMUNITY ENGAGEMENT &amp; PR COORD</u>	PLAN CHECK ENGINEER
COMMUNITY SERVICES COORDINATOR	PLAN CHECKER <u>I/II</u>
COMMUNITY SERVICES SUPERVISOR	<del>PLAN CHECKER II</del>
<del>COMPUTER OPERATOR</del>	PLAN CHECKER FIRE
CONSTRUCTION INSPECTOR <u>I/II</u>	PLANNER, ASSISTANT
<del>CONSTRUCTION INSPECTOR II</del>	PLANNER, ASSOCIATE
DATABASE SPECIALIST	PLANNER, PUBLIC SERVICE
<u>DEPUTY CITY CLERK</u>	<u>PLANNER, ASSISTANT TRANSPORTATION</u>
<u>POLICE DIGITAL FORENSIC SPECIALIST</u>	<u>PLANNER, ASSOCIATE TRANSPORTATION</u>
DEVELOPMENT REVIEW SUPERVISOR	POLICE RECORDS SPECIALIST <u>I/II</u>
DEVELOPMENT REVIEW TECHNICIAN	<del>POLICE RECORDS SPECIALIST II</del>
<u>DOWNTOWN COORDINATOR</u>	POLICE RECORDS SPECIALIST, SENIOR
<del>EMERGENCY PREPAREDNESS COORDINATOR</del>	PROGRAM ASSISTANT <u>I/II</u>
ENGINEER, JUNIOR	<del>PROGRAM ASSISTANT II</del>
ENGINEER, ASSISTANT	PROGRAMMER ASSISTANT, SENIOR
ENGINEER, ASSOCIATE	PURCHASING COORDINATOR
ENGINEERING TECHNICIAN <u>I/II</u>	<u>SENIOR PARK RANGER</u>
<del>ENGINEERING TECHNICIAN II</del>	SOLID WASTE AND RECYCLE PROG COORD
ENGINEERING TECHNICIAN, SENIOR	<u>STORMWATER PROGRAM COORDINATOR</u>
ENGINEERING TECHNICIAN, TRAFFIC	SURVEY TECHNICIAN <u>I/II</u>
ENVIRONMENTAL COMPLIANCE <del>COORDIN</del> <u>INS</u>	<del>SURVEY TECHNICIAN II</del>
EXECUTIVE ASSISTANT	SYSTEMS ANALYST I

EXEC SECRETARY TO THE CITY ATTORNEY  
EXEC SECRETARY TO THE CITY MANAGER

TRAFFIC ENFORCEMENT COORDINATOR

FACILITIES COORDINATOR

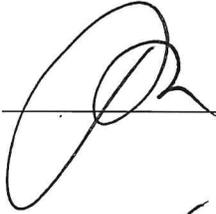
FINANCE SPECIALIST I/II

HOUSING SPECIALIST I/II

~~HOUSING SPECIALIST II~~

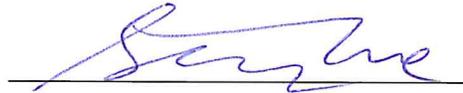
**Delete the Job Announcements Side Letter and previous Market Placement Side Letter**

For the SMCEA:

  
\_\_\_\_\_

Date: 5/22/19

For the City:

  
\_\_\_\_\_

Date: 5/22/19

**CITY OF SAN MATEO and SMCEA GENERAL UNIT**

**2019 MOU NEGOTIATIONS**

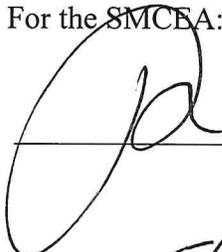
**TENTATIVE AGREEMENT**

Market Placement and Compensation Survey Data

Side Letter

No later than February 1, 2020, the parties will meet to discuss interests regarding comparable cities and the data points to be used during future compensation surveys.

For the SMCEA:



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Date: 5/2/19

For the City:



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Date: 5/2/19