

**CITY OF SAN MATEO
RESOLUTION NO. ____ (2019)**

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN MATEO AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 MAINTENANCE UNIT**

WHEREAS, meet and confer sessions were held with the Service Employees International Union (SEIU) Local 521 Maintenance Unit, whose memorandum of understanding (MOU) expired on March 10, 2019; and

WHEREAS, the amendments are related to salary, term, deferred compensation contributions, retirement health savings contributions, other pays and 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 2019-2020 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 Service Employees International Union Local 521 Maintenance Unit, set forth in the Tentative Agreements attached as Exhibit A, are approved and summarized as follows:

- Term: March 11, 2019 – June 12, 2021
- Salary: 3.0% salary increase effective October 20, 2019, and 2.0% effective July 12, 2020. Wastewater Treatment Plant Operators receive an additional 1.0% on October 20, 2019 and July 12, 2020 for recruitment and retention purposes.
- Certifications: Employees who obtain advanced certification in Playground Safety Inspection, HVAC/EPA, Plant Mechanic, Electrical Technician, or Instrument Control Technician shall receive incentive pay of \$300.00 - \$500.00 per fiscal year.
- Retirement Health Savings: Effective October 20, 2019, the City will contribute 0.75% to employees' RHS accounts. Effective July 12, 2020, the City will contribute an additional 0.75% into RHS accounts for employees who are at least 45 years of age with at least 15 years of City service.
- Deferred Compensation: Effective July 12, 2020 the City will provide a contribution of 1.0% into employees' deferred compensation accounts.

- Shift Differential and Standby Pay: Effective October 20, 2019 the hourly rate is increased to \$2.50/hour for working night shift at the Wastewater Treatment Plant, and to \$3.85/hour being on-call after hours.
- Safety Shoes and Orthotics: The reimbursement amount was increased to \$250.00 per fiscal year.
- There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

2. The budget for 2019-20 will be reviewed mid-year to determine if a supplemental appropriation will be necessary.

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT
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3.0 UNION RIGHTS

3.1 ~~Names and Classifications~~ Employee Reports

Pursuant to Government Code section 3558, the City of San Mateo shall provide SEIU Local 521 with the following information regarding all employees in the bargaining unit:

1. Name
2. Job title
3. Department
4. Home Department Description
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 Union 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 Union for all existing employees every 120 days.

Reports shall be electronic and malleable.

~~The City shall supply the Union with a written notice of the names, classifications, and addresses (with the individual worker's consent) for all present and new workers in the SEIU Maintenance Unit on a twice-yearly basis. Such notices shall be cost-free.~~

3.2 Payroll Deduction

~~The Union may request that the City make payroll deductions from certain employees by providing the City with a list of those employees from whom deductions should be made. When requesting a deduction the Union shall certify that it has, and will maintain, an authorization to make the deduction, signed by the individual from whose salary or wages the deduction is to be made. The City shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. The City shall deduct each biweekly pay period from the pay of each authorizing worker Union membership dues and other mutually agreed upon deductions. The City shall deduct monies designated for the Union's COPE program from the paycheck of workers who voluntarily authorize such deductions. The City shall remit such deductions promptly to the Union.~~

3.7 ~~Worker~~ New Hire Orientation

Each employee covered by this agreement who is hired subsequent to the execution of the agreement shall be granted a thirty (30) minute union orientation meeting with a union representative and/or steward to be held during the Citywide new hire orientation at a designated time, provided that a

union representative and/or union steward is available at the time of the scheduled orientation. The orientation shall not be delayed in order to ensure that a union representative and/or steward is available. The union representative shall be notified at least ten (10) days in advance of and allowed access to the premises on the day of the Citywide new hire orientation.

~~The City shall notify the Union of Human Resources Department Worker Orientation programs in which Union represented workers are scheduled to be present. Reasonable time will be provided for a representative of the Union to be present at said orientation.~~

4.0 UNION SECURITY

4.1 — Implementation

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

~~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 Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Union membership or service fee payment, as provided below. The Bargaining Unit will be responsible for compiling and updating informational materials provided to its members.~~

~~Thirty (30) days after the MOU ratification vote, workers who voluntarily become Union members shall maintain their membership in the Union and pay Union membership dues for the duration of the Memorandum of Understanding. A worker may resign Union membership and become a service fee payer during a withdrawal period beginning sixty (60) calendar days before the MOU is set to expire, by mailing a notice of withdrawal via United States certified mail to SEIU, Local 521, Attention: Work Site Organizer, 558 Brewster Ave, Ste. 100, Redwood City, CA 94063 and providing a copy to the City of San Mateo's Finance Department, 330 W. 20th Ave, San Mateo, CA 94403, postmarked within the withdrawal period.~~

4.2 — 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.~~

4.3 — Religious Exemption

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

~~Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within a reasonable time. The Union may challenge to the City Manager or his designee any exemption granted by the City. If challenged, the deduction to the charity of the~~

~~employee's choice shall be held/stopped pending resolution of the challenge. The City Manager or his designee's decision will be final.~~

~~4.4 — Payroll Deductions and Pay-over~~

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

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

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

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

~~4.5 — Financial Reports~~

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

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

~~4.6 — Hold Harmless~~

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

For the SEIU:

Aileen Nakata

Date: 6/18/19

For the City:

[Signature]

Date: 6/18/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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9.1 Salary on Initial Appointment

On initial merit appointment, the entrance salary shall be at the minimum salary for the classification except when circumstances warrant that an appointment may be made at a higher level upon the ~~recommendation~~ approval of the Department Head.

10.1.3 Sewer Crew Shift Pay

Swing shift sewer crew will be paid an additional ~~\$1.10~~ \$1.30 for each straight-time hour worked during the entire regularly assigned shift. ~~Effective July 7, 2013 the differential shall be \$1.30/hour for each straight-time hour worked during the entire regularly assigned shift.~~

14.0 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.

14.4 New Hire Compensation

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

16.0 RETIREMENT BENEFITS

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (PERS). 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 the first full pay period after ratification, classic~~ Classic members shall pay one-half the

total normal cost for the 2% @ 55 Formula in accordance with Government Code 7522.30 on a pre-tax basis. ~~For the remainder of fiscal year 2015-2016, the amount paid by classic miscellaneous members shall be 7.2%. Effective July 1, 2016, one half of the total normal cost will be 7.5%.~~

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 remainder of fiscal year 2015-2016, the amount paid by new miscellaneous members shall be 6.25%. Effective July 1, 2016, one half of the total normal cost will be 6.25%.~~

~~18.3 Vacation Paychecks~~

~~Paychecks for vacations shall be made available in advance of vacations when requested by individual workers with seven (7) days' notice and shall be limited to eighty-five percent (85%) of the net paycheck for the previous pay period.~~

19.4 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 worker's sick leave accumulation.

26.2 Process for Appeal and Timelines

Any appeal against an examination shall be submitted within the appeal periods specified in Section 2 of the City's Personnel Rules and Regulations, below:

- ~~a. An appeal concerning any statement in the examination announcement shall be filed by the closing date for receipt of applications.~~
- ~~b. An appeal concerning the rejection of an application shall be filed by the examination date.~~
- ~~c. An appeal concerning the contents or method of administration of any portion of an examination shall be filed within seven (7) days after administration of the portion of the examination against which the appeal is directed.~~
- ~~d. Other appeals concerning examinations shall be filed within seven (7) days from date of mailing of results on the matter being appealed.~~

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) 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.

~~40.4 Driver's License Check~~

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

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

~~40.5 Cost of Printing~~

~~The City shall share equally in the cost of duplicating the provisions of this Memorandum of Understanding with the Service Employees International Union, Local 521.~~

For the SEIU:

For the City:

Allen Vlahakis

[Signature]

Date: 5/8/19

Date: 5-8-18

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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10.2.5 Standby Pay

Workers engaged in a standby assignment shall receive \$3.45 per hour. ~~Effective the first pay period following Council adoption, or July 3, 2016 (whichever is later), Standby pay will increase by \$0.20 per hour to \$3.05 per hour. Standby pay will increase by \$0.20 per hour on July 2, 2017 and another \$0.20 per hour on July 1, 2018. Effective the first pay period following Council adoption, standby pay will increase to \$3.85 per hour.~~ upon

8/10/19
8/10/19

For the SEIU:

For the City:

Aileen Nakano

[Signature]

Date:

8/1/19

Date:

8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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(New Section)

10.5 Annual Certification Incentive

To be eligible for a three hundred dollar (\$300) annual certification incentive, Maintenance Unit personnel must successfully attain and maintain certification in Playground Safety Inspection or HVAC/EPA. An employee will receive an annual certification incentive for the highest qualifying certificate in the series (not an aggregate of all certifications held).

The employee must provide proof of certification to their manager between May 15th – June 15th. Public Works shall submit a completed Personnel Action Form. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees must remain in good standing with the governing body, including continuing education requirements. The employee must provide his/her manager with proof of certification between May 15th – June 15th each year.

For the SEIU:



Date: 8/1/19

For the City:



Date: 8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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11.0 ACTING PAY TEMPORARY UPGRADE 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 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 acting-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 an acting-a temporary upgrade assignment is in a different bargaining unit, the employee will retain the benefits of his/her actual position.

In the event that a non-exempt employee is assigned to a 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 of overtime pay.

For the SEIU:

For the City:

Aileen Nakator

Sam Lee

Date: 8/1/19

Date: 8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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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:

~~July 31, 2016 — 4%~~

~~July 2, 2017 — 4%~~

~~July 1, 2018 — 2%~~

~~Effective July 31, 2016 WWTP Operator Series, WWTP Plant Mechanic Series, Maintenance Planner, WWTP Electrical Technician, WWTP Instrument Technician classifications receive an additional 2% salary increase to aid in recruitment. On July 1, 2018 they receive an additional 1% salary increase to aid in retention.~~

Upon City Council adoption: 3.0%

July 12, 2020: 2.0%

Upon City Council adoption, the WWTP Operator series shall receive an additional 1.0% salary increase to aid in recruitment and retention. On July 12, 2020 they will receive an additional 1.0% salary increase to aid in retention.

43.0 TERMINATION OF AGREEMENT

This Agreement shall terminate as of 11:59 p.m., ~~March 10, 2019~~ June 12, 2021.

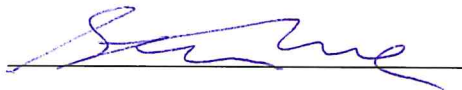
In the event that this Agreement is terminated or expires the salaries and benefits paid on the date of termination shall remain in effect. Negotiations shall establish any changes from the last existing salary and benefits, as well as other conditions of employment. The use of a formula to establish 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.

For the SEIU:



For the City:



Date:

10/1/19

Date:

10/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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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 counties² 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.

For the SEIU:

Aileen Valdez

For the City:

[Signature]

Date: 10/1/19

Date: 10/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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14.3 — 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~~ mid-term pay raises of up to two and one-half percent (2½%) may be granted to the bargaining unit.

~~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.~~

In the event the Council approves mid-term pay raises, they will consider, among other factors, the employment market, ~~attraction~~ recruitment and retention history as well as the City's financial health.

For the SEIU:



Date: 6/5/19

For the City:



Date: 6/5/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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14.5 Performance Based 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.
- The employee has received a disciplinary action, as defined in the Memorandum of Understanding.

Exhibit A – Classifications in the SEIU Maintenance Unit

Add:

Central Services Worker
Golf Equipment Maintenance Specialist
Laborer
Pump Station Mechanic III

Delete:

Parks and Landscape Maintenance Coordinator
Storekeeper
Tree Trimmer
Tree Trimmer Leadworker

Delete these Side Letters to the current MOU:

- Market Placement and Compensation Survey Data
- Recruitment and Retention

For the SEIU:

For the City:

Aileen Mahabero

[Signature]

Date: 8/11/19

Date: 8/11/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

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14.5 Performance Based 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.
- The employee has received a disciplinary action, as defined in the Memorandum of Understanding.

14.6 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 timeframe 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.

For the SEIU:

Aileen Nakagawa

Date: 8/1/19

For the City:

[Signature]

Date: 8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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15.3 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 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. 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 SEIU:



For the City:



Date: 10/1/19

Date: 10/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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15.12 Retirement Health Savings Account

Effective November 1, 2008, the existing RHSA plan will be modified to be compliant with recent IRS rulings covering individual contributions and separation pay and shall provide for, upon separation, all eligible accrued leave balances, to be contributed to the RHSA.

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

The Union may elect to change the above conversion of separation pay arrangement for each successive calendar year of this Agreement. The Union 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.

Effective with the City's change to the calculation of the FLSA overtime rate to exclude pool money in the calculation, for employees hired on or before the effective date of the change, the City shall pay biweekly contributions of an amount equal to 0.5% of the employee's base salary into his/her Retiree Health Savings Account in recognition that pool money will no longer be included in calculation of the FLSA overtime rate. This contribution ceases when the employee leaves the bargaining unit or moves into an exempt classification.

Effective upon City Council adoption, the City shall contribute zero point seventy-five percent (0.75%) of base salary to all employees' RHS Accounts.

Effective July 12, 2020, the City shall contribute zero point seventy-five percent (0.75%) 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.

For the SEIU:



Date: 10/1/19

For the City:



Date: 10/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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16.1 Deferred Compensation

Employees are eligible to participate in the City-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations. ~~Effective July 3, 2016, or upon Council adoption, whichever is later, the~~ The City shall provide an Employee / City match up to zero point five percent (0.5%) of base salary to deferred compensation.

Effective July 12, 2020 the City shall provide a contribution of one percent (1.0%) of base salary to all employees in the unit.

For the SEIU:

For the City:

Aileen V. [Signature]

[Signature]

Date: 10/1/19

Date: 10/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

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18.1 Vacation Accrual

~~Each worker shall be granted five and one-half (5.5) working days' credit of vacation with pay on the day following completion of six (6) months of continuous service. Thereafter, for each additional biweekly pay period of service, the~~ worker shall accrue vacation with pay ~~on the first of the following biweekly pay period~~ as follows:

<u>Yrs. of Service</u>	<u>Days/Year</u>	<u>Biweekly Hourly Accrual</u>
0.5 through 3rd	11 days	3.39 hrs./biweekly
4 th through 9 th	16 days	4.92 hrs./biweekly
10 th year	17 days	5.23 hrs./biweekly
11 th year	18 days	5.54 hrs./biweekly
12 th years	20 days	6.16 hrs./biweekly
13 th through 23rd years	22.5 days	6.92 hrs/biweekly
24 th years and beyond	25 days	7.69 hrs./biweekly

The time at which a worker may take his/her 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.

For the SEIU:



Date:

5/30/19

For the City:



Date:

5/31/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

18.2 Vacation Sell Back

Under the following conditions a worker with five (5) years or more of service may make an irrevocable election to sell back to the City ~~forty (40)~~eighty (80) hours of accumulated vacation or annual leave at the worker's base rate of pay per ~~fiscal~~calendar year.

With approval from the Department Head, an additional forty (40) hours accrued vacation may be elected.

At the time of election, the following must be true:

- The worker has an overall rating of effective or better on the last performance evaluation received.
- The worker must already have taken a minimum of two (2) weeks for vacation purposes in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year 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).

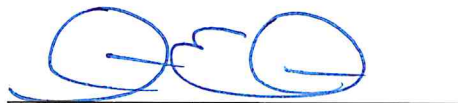
Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

For the SEIU:



Date: May 1, 2019

For the City:



Date: 5/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

30.2.4 Runout of Vacation

Employees separating from the City shall not be allowed to remain on the payroll after their last day at 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 intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for less than thirty (30) calendar days.

For the SEIU:

Allen Nakel

For the City:

[Signature]

Date: May 1, 2019

Date: 5/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

31.3 Classification and Compensation Review

~~31.3.1 Annual Review~~

~~The purpose of any classification and compensation review will be to determine the appropriate classification allocations, job content and compensation for the SEIU Maintenance Unit positions in the City of San Mateo. The City and the Union will meet upon the request of the Union, during January of any year starting in January 2010, to review an identified need for a classification and/or compensation review.~~

The City and the Union will meet upon the request of the Union, during September 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. The parties will review comparable wage and benefits offered in surrounding cities, as listed in the MOU, and discuss options for addressing concerns. The City agrees to conduct the review by January of the next calendar year and will meet with the Union to discuss results of the review prior to making any recommendations, if any, to City Council.

Nothing shall prohibit the City from initiating additional classification and compensation reviews deemed necessary by the City during the term of this Agreement.

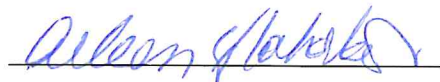
Additionally, the Union may identify up to 3 non-benchmark classifications each year for review. ~~The City agrees to conduct the review by January of the next calendar year and will meet with the Union to discuss results of the review prior to making any recommendations to City Council.~~

~~The survey increases shall be implemented after approval by the City Council in order to ensure that only the adjustments required to increase the compensation to the median survey rate are granted and to further ensure that the classifications receiving higher rates of compensation than the median survey rate do not receive the next scheduled annual increase.~~

In the event the Union disagrees with the finding of the review, the Union may appeal the Human Resources Director's determination to the Personnel Board, to the extent the Personnel Rules provide.

In the event the City is facing severe economic hardship, the City and Union will meet and confer regarding if and when the results of the review will be implemented.

For the SEIU:



Date: 6/5/19

For the City:



Date: 6/5/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

33.4.1 Safety Clothing/Equipment

The City will provide up to two hundred dollars (\$200.00) per fiscal year toward the reimbursement of safety shoes and orthotics. This amount shall increase to two hundred fifty dollars (\$250.00) effective with Fiscal Year 2019-20. Said reimbursement shall be against original official receipts for safety shoes and orthotic expenditures. Safety shoes are defined as any Safety Committee recommended shoe. The City shall continue to supply all required safety equipment.

For the SEIU:

Aileen Nakazon

For the City:

[Signature]

Date: May 1, 2019

Date: 5/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

37.4 Differential at Wastewater Treatment Plant

Shift differential for the hours 6:00 p.m. - 6:00 a.m. shall be paid at the rate of ~~\$1.70~~1.80 for each hour actually worked. Effective ~~July 7, 2013~~^{upon} ~~first pay period after Council adoption~~, shift differential will be increased to ~~\$1.80~~2.50 for each hour actually worked.

For the SEIU:

Aileen Vlahos

Date: 5/8/19

For the City:

[Signature]

Date: 5-8-19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

37.9.3 Notice of Scheduled Shift Change

Prior to any shift change(s), Operators will receive written notification advising of the scheduled shift change. Whenever possible, ~~seven (7)~~ fourteen (14) calendar days' notice will be provided of a proposed shift change.

For the SEIU:



For the City:



Date: May 1, 2019

Date: 5/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

(New Section)

37.12 Wastewater Treatment Plant Mechanic Annual Certification Incentive

To be eligible for an annual certification incentive, a Wastewater Treatment Plant Mechanic must successfully attain and maintain certification in a grade higher than required in the employee's job specification. An employee will receive an annual certification incentive for the highest qualifying certificate in the series (not an aggregate of all certifications held).

The employee must provide proof of certification to the Wastewater Treatment Plant Maintenance Superintendent between May 15th – June 15th. Public Works shall submit a completed Personnel Action Form based on the highest-level certificate held by the employee at that time. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees are required to maintain their certification level and provide the Wastewater Treatment Plant Maintenance Superintendent with proof of certification between May 15th – June 15th each year.

Annual certification incentive amounts are as follows:

Plant Mechanic II with Grade III CWEA Certification = \$300.00

Plant Mechanic II with Grade IV CWEA Certification = \$400.00

Plant Mechanic III with Grade V CWEA Certification = \$500.00

For the SEIU:

Aileen Nakano

For the City:

[Signature]

Date: 8/1/19

Date: 8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

(New Section)

37.13 Wastewater Treatment Plant Electrical Technician and Instrument Control Technician Annual Certification Incentive

To be eligible for an annual certification incentive, a Wastewater Treatment Plant Electrical Technician or Instrument Control Technician must successfully attain and maintain certification in a grade higher than required in the employee's job specification. An employee will receive an annual certification incentive for the highest qualifying certificate obtained in the series (not an aggregate of all certifications held).

The employee must provide proof of certification to the Wastewater Treatment Plant Maintenance Superintendent between May 15th – June 15th. Public Works shall submit a completed Personnel Action Form based on the highest-level certificate held by the employee at that time. The annual incentive shall be paid biweekly starting the first full pay period of July.

In order to continue to receive an annual certification incentive, employees are required to maintain their certification level and provide the Wastewater Treatment Plant Maintenance Superintendent with proof of certification between May 15th – June 15th of each year.

Annual certification incentive amounts are as follows:

Grade III CWEA Certification = \$300.00

Grade IV CWEA Certification = \$400.00

Grade V CWEA Certification = \$500.00

For the SEIU:



For the City:



Date: 8/1/19

Date: 8/1/19

CITY OF SAN MATEO and SEIU MAINTENANCE UNIT

2019 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

The parties agree that negotiations for a successor may commence as early as January 2021 upon the request of either party.

For the SEIU:



Date: 10/1/19

For the City:



Date: 10/1/19