

**CITY OF SAN MATEO  
RESOLUTION NO. \_\_\_\_ (2022)**

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SAN MATEO AND THE SAN MATEO SERGEANTS' ASSOCIATION**

WHEREAS, the contract with the San Mateo Sergeants' Association (Unit) expired on June 26, 2021; and

WHEREAS, the parties have met and conferred, and have tentatively agreed to amend the Memorandum of Understanding (MOU) for the Unit; and

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

WHEREAS, the Unit has ratified the amendments to the MOU (Tentative Agreement); and

WHEREAS, an appropriation of additional funds to the Fiscal Year 2021-22 is necessary to finance the increases.

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

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

Term: The contract will be for a period of three years expiring on June 22, 2024.

Salary: The bargaining unit will receive a 4.0% salary increase effective April 17, 2022, and a 4.0% increase effective June 25, 2023.

Overtime Hours: Comp time accrual limit increased from 96 hours to 132 hours.

Salary Advancement: Internal employees promoted to the rank of Police Sergeant will be placed at Step 4 of the Sergeants salary schedule.

Holidays (Option B): Convert holiday credit for employees that work without regard to holidays from holiday hours to holiday-in-lieu pay.

Retiree Health Savings Account (RHSA): During the term of the MOU, the City agrees to reopen this article at the request of the Association, to replace RHSA with the PORAC Retiree Medical Trust.

Educational Incentive Pay: Provide a 3.0% differential for employees who complete the California P.O.S.T. Sherman Block Supervisory Leadership Institute training program.

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

3. A supplemental appropriation of \$46,062 into the Fiscal Year 2021-22 Budget for the updated salary and benefits is authorized to finance the increases.

## Exhibit A

### City of San Mateo and Sergeants' Association Unit 2021 Negotiations

#### Tentative Agreement to City Proposal #1 – Salaries and Termination of Agreement

#### Article 12 – Salaries

##### A. Salary Adjustment

The term compensation includes base salary, Team Recognition Pay (Section B) and Above-Market Median Pay (Section C). Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of satisfactory or better will receive increases in base salary.

- 1) Compensation Increases During the Term of this Agreement 2) Effective the pay period of ~~April 17, 2022, June 27, 2021~~ October 21, 2018, Police Sergeants will receive an across the board increase of ~~four three and eight tenths of percent (43.8%)~~ 2.00%. ~~Furthermore, in recognition of the need to recruit and retain highly qualified personnel and mitigate compaction between ranks, Police Sergeants shall receive an additional one percent (1%) increase. Effective the pay period of June 25, 2023 including July 1, 2022~~ June 30, 2019, Police Sergeants will receive an across the board increase of ~~four percent three percent (43%)~~ 2.00%. ~~Furthermore, in recognition of the need to recruit and retain highly qualified personnel and mitigate compaction between ranks, Police Sergeants shall receive an additional one percent (1%) increase. Effective the pay period including July 1, 2023~~ June 28, 2020, Police Sergeants will receive an across the board increase of 2.00%. ~~Furthermore, in recognition of the need to recruit and retain highly qualified personnel and mitigate compaction between ranks, Police Sergeants shall receive an additional one percent (1%) increase.~~
- 2) Salary Alignment The salary range for Police Sergeants will be maintained at ~~2022~~ 20% higher than the salary range for the classification of Police Officer.

#### Article 50 – Termination of Agreement

This agreement shall terminate at 11:59 p.m. on ~~June 22, 2024~~ June 26, 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.

Notice of Union ratification needs to be received by the City no later than 5:00 pm March 24, 2022, in order for the above provisions to occur.

Date: 3/17/2022

For the Sergeants Association:

Peter Hoffmann  
Peter Hoffmann

For the City:

Stacey Cue  
Stacey Cue

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City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to Sergeants Proposal #2 – Comp Time

**Article 15 - Overtime**

**15.2 Pursuant to the Fair Labor Standards Act, the following applies:**

- A. Overtime must be paid for all hours worked in excess of one hundred seventy-one (171) hours within a twenty-eight (28) day cycle. Hours worked between one hundred sixty (160) and one hundred seventy-one (171) within a twenty-eight (28) day cycle can be accrued as compensatory time at straight time rate.
- B. In the event that overtime in excess of one hundred seventy-one (171) hours as defined in 17.2A above is earned by any particular employee, time off can be accrued at one and one-half (1-1/2) as compensatory time off or it can be paid at the time and one-half rate at the employee's option. Comp time shall not accrue to more than ~~200~~ one hundred thirty-two (132) ~~ninety-six (96)~~ hours.

Date: 3/17/2022

For the Sergeants Association:

*Peter Hoffmann*

Peter Hoffmann

For the City:

*Stacey Cue*

Stacey Cue

City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to Sergeants Proposal #7 – Salary Advancement

**Article 13 .4 Salary Advancement Within Range**

Salary advancement within an established range shall be based on merit and performance as determined by the Department Head. The evaluations and recommendations of the employee's superiors will be used by the Department Head, who will determine the employee's advancement within the range.

Salary advancement within an established range is typically considered at one (1) year intervals. The date of salary review and increase may be advanced or delayed as determined by the Department Head. Withholding salary increases shall not be considered discipline. Employees may discuss delay of step advance with their supervisor's superior, up to and including the Department Head, by requesting such a discussion within ten (10) calendar days of receipt of the document/notification of delay of step. However, no appeal shall occur from the decision of the Department Head, whether by discipline procedures, grievance, or otherwise.

Salary advancement within the range typically occurs in increments of four and one-half percent (4 1/2%). At no time shall an employee advance beyond the top of the established range.

Internal ~~E~~mployees who promote into the rank of Police Sergeant will be placed at Step 4 of the salary schedule as stated in the City of San Mateo Merit Salary Schedule.

Date: 3/17/2022  
\_\_\_\_\_

For the Sergeants Association:

*Peter Hoffmann*

\_\_\_\_\_  
Peter Hoffmann

For the City:

*Stacey Cue*

\_\_\_\_\_  
Stacey Cue

City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to City Proposal #3 – Holiday in Lieu

**OPTION A**

**Article 19 - Holidays**

19.1 The holidays to be observed are as follows:

- (1) New Year's Day, January 1st.
- (2) Martin Luther King's Birthday, 3rd Monday in January
- (3) Washington's Birthday, 3rd Monday in February.
- (4) Memorial Day, last Monday in May.
- (5) Independence Day, July 4th.
- (6) Labor Day, 1st Monday in September.
- (7) Veterans Day, November 11.
- (8) Thanksgiving Day, 4th Thursday in November.
- (9) The day after Thanksgiving.
- (10) Christmas Day, December 25th.
- (11) Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department.
- (12) Every day approved by the City Council as a public holiday, public fast, Thanksgiving, or a day of mourning.

19.2 Holiday Hours Accumulation

The maximum accumulation of holiday credits shall be one hundred eighty two (182) hours.

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

- A. Such employees shall be compensated for thirteen (13) holidays a year by the granting of four (4.0) hours credit on the first of each biweekly pay period. Such time off shall be taken off under the conditions specified in Section 24.5. [This holiday credit is not reported to CALPERS as compensation.](#)
- B. Such employees shall be compensated for special holidays declared by competent authority by the granting of equivalent time off under the conditions specified in Section 24.5.

19.4 If an employee is required by the City to work on any of the above holidays, he or she shall be granted equivalent time off for holiday compensation under the following conditions:

- A. Such time off shall be taken at the discretion of the Department Head, with due regard for the desires of the employee and the workload of the department.
  - B. Holiday time shall never accumulate to more than one hundred eighty-two (182) hours.
- 19.5 In the event one or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.
- 19.6 Employees off probation who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year may, at their option, make an irrevocable election to sell back up to one hundred twenty (120) hours of accumulated holiday, vacation or annual leave or a combination thereof at the employee's established rate of pay plus applicable differentials, enumerated in Article 16.

Requests must be received by Payroll no later than December 31st for the following year elections. No employee can sell back more than their current annual holiday accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period. Sell back cannot be more than the hours available at the 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.

## **OPTION B**

### **Article 19 - Holidays**

19.1 The holidays to be observed are as follows:

- (1) New Year's Day, January 1st.
- (2) Martin Luther King's Birthday, 3rd Monday in January
- (3) Washington's Birthday, 3rd Monday in February.
- (4) Memorial Day, last Monday in May.
- (5) Independence Day, July 4th.
- (6) Labor Day, 1st Monday in September.
- (7) Veterans Day, November 11.
- (8) Thanksgiving Day, 4th Thursday in November.
- (9) The day after Thanksgiving.
- (10) Christmas Day, December 25th.
- (11) Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department.
- (12) Every day approved by the City Council as a public holiday, public fast, Thanksgiving, or a day of mourning.



~~19.2~~ Holiday Hours Accumulation

~~The maximum accumulation of holiday credits shall be one hundred eighty two (182) hours.~~

19.23 Holiday Factor and Differential

~~Employees cannot always take holidays when they fall. Effective June 26, 2022-July 11, 2021, Employees-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.~~

~~Remaining accrued holiday balances shall be used by the last pay period in May 2023. Holiday leave will not be reportable to CalPERS after the pay period ending June 26, 2021.~~

~~A. Such employees shall be compensated for thirteen (13) holidays a year by the granting of four (4.0) hours credit on the first of each biweekly pay period. Such time off shall be taken off under the conditions specified in Section 24.5.~~

~~B. Such employees shall be compensated for special holidays declared by competent authority by the granting of equivalent time off under the conditions specified in Section 24.5.~~

~~19.4 If an employee is required by the City to work on any of the above holidays, he or she shall be granted equivalent time off for holiday compensation under the following conditions:~~

~~A. Such time off shall be taken at the discretion of the Department Head, with due regard for the desires of the employee and the workload of the department.~~

~~B. Holiday time shall never accumulate to more than one hundred eighty two (182) hours.~~

~~19.5 In the event one or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.~~

19.6 Employees off probation who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year may, at their option, make an irrevocable election to sell back up to one hundred twenty (120) hours of accumulated ~~holiday~~, vacation or annual leave or a combination thereof at the employee's established rate of pay plus applicable differentials, enumerated in Article 16.

Requests must be received by Payroll no later than December 31st for the following year elections. No employee can sell back more than their current annual holiday accrual in the

calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period. Sell back cannot be more than the hours available at the 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.~~

The Sergeant's Association will notify the City, with the notice of ratification, which option, A or B, its members elect.

Date: 3/17/2022

For the Sergeants Association:

Peter Hoffmann  
Peter Hoffmann

For the City:

Stacey Cue  
Stacey Cue

City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to City Proposal #5 and Union Proposal #6 – Retiree Medical Account

**Article 47 - Retiree Medical Account**

City Contribution

The City will contribute for each Eligible Employee, the amount of three and four tenths percent (3.4%) ~~one percent (1%)~~ of base pay per annum, into the Retirement Health Savings Account maintained by the City.

~~On August 2, 2015 the City's contribution shall be reinstated in the amount of one percent (1%). Effective October 11, 2015, the City's contribution shall be increased to three and four tenths percent (3.4%).~~

Effective with the City's change to the calculation of the FLSA overtime rate to exclude 'flexible benefit money' ~~'pool money'~~ (the City contribution to the cost of medical insurance premiums) from the calculation, for employees hired on or before January 1, 2017, the City shall make bi-weekly contributions of an amount equal to zero point six percent (0.6%) of the employee's base salary into his/her Retiree Health Savings Account (RHSA) in recognition that 'flexible benefit money' ~~'pool money'~~ will no longer be included in the calculation of the FLSA overtime rate. This contribution ceases when the employee leaves the bargaining unit or moves into an exempt classification.

Beginning the first Full Pay Period following Council adoption of this agreement, the City shall contribute 2% 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.

During the term of this 2021 – 2024 Agreement, the City agrees to reopen this Article, at the request of the Association, to replace the existing Retirement Health Savings Account with the PORAC Retiree Medical Trust.

Date: 3/17/2022

For the Sergeants Association:

*Peter Hoffmann*

Peter Hoffmann

For the City:

*Stacey Cue*

Stacey Cue

City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to Sergeants Proposal #5 – Educational Incentive Pay

**Article 18 Educational Incentive Pay**

Police Sergeants with an Intermediate P.O.S.T. certificate are eligible to receive a four and one-half percent (4.5%) differential of base pay as educational incentive pay during the term of this Agreement.

Police Sergeants with an Advanced P.O.S.T. certificate are eligible to receive an eight percent (8%) differential of base pay as educational incentive pay during the term of this Agreement.

These incentive levels are not cumulative. Employees will be paid the differential for the highest level attained.

Police Sergeants who complete the California P.O.S.T Sherman Block Supervisory Leadership Institute training program are eligible to receive a three percent (3%) differential of base pay as educational incentive pay during the term of this Agreement. This differential is in addition to any Intermediate or Advanced P.O.S.T Certificate educational incentive pay.

Date: 3/17/2022  
\_\_\_\_\_

For the Sergeants Association:

*Peter Hoffmann*  
\_\_\_\_\_  
Peter Hoffmann

For the City:

*Stacey Cue*  
\_\_\_\_\_  
Stacey Cue

City of San Mateo and Police Sergeants Unit  
2021 Negotiations

Tentative Agreement to City Proposal #2 – Alternative Scheduling

**Article 15 - Overtime**

**15.7 Patrol Sergeants Alternative Scheduling Plan**

A. Definitions. The following definitions shall apply to this section only:

- 1) "Work Cycle" shall mean a twenty-eight (28) day period, beginning on a day determined by the City. This work cycle definition is intended to be consistent with definitions of a "work period" under FLSA.
- 2) "Work Day" shall mean a twelve (12) hour continuous period of on-the-job time.
- 3) "Work Year" shall mean two thousand eighty (2080) hours of scheduled work hours, exclusive of leaves of absence, such as vacation, sick leave, compensatory time off, holidays, etc.

This Section shall supersede any conflicting provisions in Article 17.

B. Scheduling. Sergeants assigned to duty in the Patrol Division will be scheduled for work days of twelve (12) hours in length, ~~and will work a four-on, four-off cycle and an equal amount of work days to work days off during a calendar year, with a scheduled short 8-hour day with four (4) additional hours of regularly scheduled overtime. If off-work on the 8-hour day, eight (8) hours of leave are recorded and no overtime will be paid. Overtime is not reported to CalPERS as compensation.~~ It is estimated that a Sergeant so assigned would work one hundred sixty-eight (168) work hours during a work cycle, one hundred four (104) hours or more than a work year during that calendar year.

Field Operations Patrol Sergeants work 12-hour days with a scheduled short 8-hour day to stay within 160 hours in a 28-day work cycle. Hours worked beyond 8 on the 'short day' are compensated as overtime at time and a half. If off-work on the 8-hour day, 8 hours of leave are recorded and no overtime. Overtime is not reported to CalPERS as compensation.

Compensation for additional hours worked will be paid at the rate of time and one-half.

- 1) Compensation for any work performed beyond the scheduled work day ~~of twelve (12) hours~~ will be paid overtime at the rate of time and one-half.

- 2) Court appearance overtime will be compensated for as provided in Section 15.5 above, except that pursuant to Section 15.2(C), the employee will determine the method of payment.
- C. The Police Chief may terminate this program at any time after meeting with the Sergeants' Association and providing written notice of schedule change to the Sergeants' Association.

Date: 3/17/2022

For the Sergeants Association:

Peter Hoffmann  
Peter Hoffmann

For the City:

Stacey Cue  
Stacey Cue

City of San Mateo and Police Sergeants Unit  
2021 Negotiations

Tentative Agreement to City Proposal #1 – Housekeeping

**Article 4 – Layoff Defined**

4.9 Appeal

An employee may not appeal the decision to layoff their position except as stated in ~~6 4.87-above~~, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager or their designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and to their Unit. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Department stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five calendar days of the hearing.

**Article 12 - Salaries**

A. Salary Adjustment

The term compensation includes base salary, ~~Team Recognition Pay (Section B)~~ and Above-Market Median Pay (Section C). Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of satisfactory or better will receive increases in base salary.

~~B. Team Recognition Program~~

~~If adequate funds are available to provide Team Recognition Pay, the Unit, at its option, may elect to participate in the Team Recognition program. Inadequate funds may result in the need to suspend the incentive program for one or more years. The maximum value for the team recognition program is currently five percent (5%) but may be changed at the Council's discretion.~~

**Article 15 - Overtime**

15.2 Pursuant to the Fair Labor Standards Act, the following applies:



- A. ~~FLSA~~ Overtime must be paid for all hours worked in excess of one hundred seventy-one (171) hours within a twenty-eight (28) day cycle. Hours worked between one hundred sixty (160) and one hundred seventy-one (171) within a twenty-eight (28) day cycle can be accrued as compensatory time at straight time rate.
- B. In the event that overtime in excess of one hundred seventy-one (171) hours as defined in ~~1715.2A~~ above is earned by any particular employee, time off can be accrued at one and one-half (1-1/2) as compensatory time off or it can be paid at the time and one-half rate at the employee's option. Comp time shall not accrue to more than ninety-six (96) hours.

#### 15.5 Court Appearance:

- F. Standby Pay  
Employees on standby status (hereafter "standby") with court officials will not be entitled to court overtime pay for hours spent away from the court awaiting call or recall to the court. They shall be paid a minimum one hour of overtime pay for any day they are assigned to standby. Any time spent on standby beyond one hour in a single day will qualify for standby pay at the rate of twelve and one-half percent (12.5%) of their hourly rate. Employees must report within 90 minutes of being called to physically appear in court. If the employee is called to court during the standby period, the employee will be paid at the established standby rate for actual time spent on stand-by. In addition, the employee will be paid Court Overtime for the appearance as established in this article.

### Article 20 – Annual Leave Program

- D. Maximum Accrual. Employees may not accrue more than two times their annual leave as of the first of any pay period without loss of annual leave days unless specifically approved by the ~~Personnel Officer~~ Department Head.
- K. Payoff Upon Separation.  
Upon separation in good standing from City service, employees shall be paid for all accrued annual leave credits with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section ~~48-47~~ or a related side letter.
- M. The limit for payment for unused accumulated sick leave upon service retirement shall ~~be fifty percent (50%) of accumulated unused sick leave up to a maximum of 600 hours (for a those with sick leave balances of 1,200 or more hours), be twelve hundred (1200) hours at fifty percent (50%) payment for participants in the annual leave program.~~ be fifty percent (50%) of accumulated unused sick leave up to a maximum of 600 hours (for a those with sick leave balances of 1,200 or more hours).

## ~~20.1 Annual Leave Advance~~

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

## 20.4 Protected Sick Leave

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

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

Not more than ~~forty-eight~~seventy-two (48~~72~~) hours of such protected sick leave shall be granted in any one (1) year. However, if extenuating circumstances exist, at the discretion of the Department Head, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick or annual leave, at the employee's option.

## **Article 21 – Regular Leave Program (Sick Leave and Vacation Leave Programs)**

### 21.2 Sick Leave Accrual

For full-time regular and probationary employees, sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period of service or ninety-six (96) hours per year. Unused sick leave shall be accumulated. The maximum amount payable upon retirement is one-half (1/2) of the balance of nine hundred sixty (960) hours, or one-half (~~50~~1/2) of twelve hundred (1200) hours for an employee who participates in the Annual Leave Program.

Any employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credits. Sick leave shall accrue during an absence which is a result of occupational disability resulting from City service.

## Article 22 – Vacation Leave

### 22.1 City Policy

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

All full-time regular employees shall be entitled to ~~annual-vacation~~ leave with pay as provided below.

### 22.7 Vacation Emergency

The Department Head is authorized to grant use of up to two (2) ~~days~~<sup>days of</sup> vacation in advance of accrual only in instances where the vacationing employee is unavoidably detained through no fault of his or her own and the employee has no other accrued leave credits.

### 22.11 Payoff Upon Separation

Upon separation in good standing from City service, employees shall be paid for all accrued vacation leave credits with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section ~~48~~<sup>47</sup> or a related side letter.

### 22.12 Accumulation of Vacation, Sick Leave and Holiday Credits

Vacation, sick leave, and holiday credits shall be made on a pro-rata basis to an employee in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

## Article 36 - Uniform and Equipment Allowance

~~Effective October 11, 2015, a~~Uniform allowance is paid at ~~\$36.73~~<sup>\$46.15</sup> per pay period. ~~Effective the first full pay period after Council adoption, the uniform allowance will be increased to \$46.15 per pay period.~~

## Article 48 – Deferred Compensation

Effective the first pay period following Council adoption the City shall contribute two- and one-half percent (2.5%) of base salary into the Police Sergeants' 457 deferred compensation accounts.

**Letters of Understanding – Delete the following:**

Duty Differential dated 1/24/2019: Addressed and include in Section 16.3 – Other Duty Differentials.

Removal of Documents from Personnel Files dated 1/24/2019: Time frame elapsed.

Article 14 – Base Pay and Premium Pay Calculations dated 10/22/2019: Addressed and include above.

Date: 3/17/2022

For the Sergeants Association:

Peter Hoffmann  
Peter Hoffmann

For the City:

Stacey Cue  
Stacey Cue

City of San Mateo and Sergeants' Association Unit  
2021 Negotiations

Tentative Agreement to City Proposal #1A – Housekeeping

## Article 14 - Base Pay and Premium Pay Calculation

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

<del>Motorcycle Patrol /Traffic Unit</del>	<del>Sergeant</del>	Educational Incentive
Bilingual	Standby <del>Alert</del>	
Overtime Pay	Vacation Buy-Back	
Out of Class Pay	Detective <del>Division</del>	<del>Differential (Investigations Unit</del>
<del>including employees assigned to local and federal task force)</del>	<del>Press Information Officer</del>	<del>Police Administrative Sergeant</del>
Services <del>Unit</del>	<del>Division</del>	<del>PAL—Director/Youth</del>
<del>Training and Recruitment</del>	<del>Support Services</del>	<del>Sergeant</del>
<del>(CRU)Gang Detail Unit</del>		<del>Crime—Reduction—Unit</del>

The master salary schedule shall have equal differentials between regular steps. There may be open ranges for promotions.

## Article 15 - Overtime

### 15.5 Court Appearance:

- E. ~~Lunch breaks taken during court overtime are not compensable. However, when court meal times exceed one (1) hour, the employee shall be entitled to compensation at the rate the time by which the meal break exceeds one hour.~~ Lunch breaks taken during court overtime are not compensable. However, when court meal times exceed one (1) hour, the employee shall be entitled to compensation at the rate prescribed in Section 15.4 for the time by which the meal break exceeds one hour

## Article 16 – Duty Differential

### 16.1 Bilingual Differential

~~Subject to PSA Proposal.~~

Based upon the City's need, the bilingual proficiency of the employee and the recommendation of the Department Head, the Human Resources Director will approve bilingual premium pay to an employee at ~~\$181.96 per pay period. Effective October 11,~~

~~2015, bilingual premium pay shall be increased to \$200.00 biweekly for eligible employees.~~

### 16.3 Other Duty Differentials

A five percent (5%) work differential will be paid to those Police Sergeants assigned to theas follows: ~~Investigations Unit, (including but not limited to employees assigned to a local/federal task force), Traffic Detail, PAL/Youth Services Bureau Director, Crime Reduction Unit (CRU), and Training and Recruitment Sergeant.~~

- Detective Division Premium Pay – special compensation paid sergeants who are routinely and consistently assigned to the investigative division including when assigned full-time to an outside Task Force;
- Gang Detail Assignment Premium – special compensation paid to sergeants in the Crime Reduction Unit (CRU) who are routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities including when assigned full-time to an outside Task Force;
- Motorcycle Patrol Unit Premium - special compensation paid to sergeants routinely and consistently assigned to operate and/or patrol on motorcycle;
- Press Information Sergeant Police Administrative Sergeant Premium - compensation to rank and file police officers who are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department;
- Training and Recruitment Support Services Sergeant; and.
- Youth Services Unit

### Article 17– Acting Pay

An employee assigned in writing to work in a higher classification shall receive “Temporary Upgrade Pay” if:

- the employee will assume the full range of duties of the higher classification;
- the assignment will not and does not exceed 960 hours in a fiscal year; and
- the assignment is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e., does not include a vacancy due to an employee on leave).

~~Temporary Upgrade Pay shall be at the pay step in the higher class closest to but no less than 5% higher than the employee's pay and is intended to be pensionable compensation under Government Code section 20480. To qualify as Temporary Upgrade Pay rather than Acting Pay (see next paragraph), the assignment must be approved by the Chief of Police or the Chief's designee.~~

~~An employee assigned to work in a higher classification will receive "Acting Pay" if the employee will assume the duties of the higher classification and does not qualify for Temporary Upgrade Pay. Acting Pay shall also be at the pay step in the higher class closest to but no less than 5% higher than the employee's pay but is not pensionable compensation under Government Code section 20480.~~

~~All compensation provided under this section shall be on an hour for hour basis, with no minimum number of hours required.~~

~~In the event the Police Chief determines that it is necessary to assign an employee to perform all of the duties of a higher paid merit system classification, the employee shall receive the rate of pay of the higher classification during their regularly scheduled hours of work. Such rate of pay shall be at that rate the employee would be entitled to in the event of a promotion. In the event the Police Chief determines that it is necessary to assign an employee to perform all of the duties of a higher paid merit system classification, the employee shall receive the rate of pay of the higher classification during their regularly scheduled hours of work. Such rate of pay shall be at that rate the employee would be entitled to in the event of a promotion.~~ If the employee is placed on standby/on call status outside of their normal hours of work, the employee shall receive standby pay as described in Article 15, section 15.5. Such rate of pay shall be based on the employees' regular rate of pay.

The employee shall be entitled to overtime pay for any hours worked beyond their regularly scheduled hours as described in Article 15 for work performed while assuming the duties of the higher ~~payed-paid~~ merit position. Such rate of pay shall be paid at one and one-half (1 ½) times the employees' regular rate of pay.

~~In the event an employee occupies a position in a higher merit classification for a period of thirty (30) or more calendar days, there will be a presumption that such employee is performing all of the duties of the higher classification.~~

~~In the event an employee occupies a position in a higher merit classification for a period of thirty (30) or more calendar days, there will be a presumption that such employee is performing all of the duties of the higher classification.~~

## **Article 28 – Family Care Leave**

In accordance with the Federal Family and Medical Leave Act effective August 5, 1993, and the California Family Rights Act effective October 4, 1993, the City will grant job protected unpaid

family and medical leave to eligible workers for up to twelve (12) weeks per twelve (12) month period, ~~for any or more of the following reasons:~~

- ~~A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or~~
- ~~B. In order to care for an immediate family member (spouse, child, domestic partner or parent) of the employee if such immediate family member has a serious health condition. For purposes of this section, "child" is anyone under eighteen (18) years who is the employee's biological, adopted, or foster child, stepchild, legal ward, or an adult dependent child. "Parents" include biological, foster, and adoptive parents, stepparents, and legal guardians; or~~
- ~~C. The employee's own serious health condition that makes the employee unable to perform the functions of their position.~~

In general, Family ~~Medical~~Care Leave is available to workers for: -the birth or adoption of a child or placement of a foster child; care for an ~~immediate~~ family member of the worker if such ~~immediate~~ family member has a serious health condition; or the worker's own serious health condition that makes the worker unable to perform the functions of their position.

The City will adhere to applicable Federal and State laws regarding ~~fFamily and Medical L~~leave. For specific conditions governing Family Medical Leave, please refer to the City Policy, ~~which is incorporated herein by this reference~~

The following provisions apply to Family Care Leave:

- ~~A. Eligible employee means having been employed for the City for twelve (12) months and having worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.~~
- ~~B. Medical verification is required for employee or ill family member for the medical leave period.~~
- ~~C. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as practicable.~~
- D. Employees may use accrued vacation as part of the family leave period. Use of sick leave is not required but may be used under the same regulations governing the use of sick leave. Use of sick leave does not extend the maximum four-month period of family care leave.



- ~~E. — Should both parents work for the City, each may be granted up to twelve (12) weeks leave.~~
- ~~F. — Maternity leave under state law is accounted for separately. Pursuant to State Law, an employee is eligible for up to four months leave.~~
- ~~G. — Health benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Acts. Under the current law, the City will continue health coverage under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.~~
- ~~H. — Employees taking family care leave will be returned to the same or comparable job with the same pay at the conclusion of their leave.~~
- ~~I. — Family care leave will not constitute a break in service for purposes of any employee benefit plan. Employees returning from leave shall return with no less seniority than accumulated on the date leave began.~~
- ~~J. — Where seniority is used for purposes of vacation and/or shift bidding, family care leave shall not result in a loss of department seniority.~~

#### **Article 34 — Long Term Disability Insurance**

~~The City shall provide long term disability insurance providing for a sixty (60) day elimination period and payment of a monthly benefit equivalent to sixty six and two thirds percent (66 2/3%) of full salary. Effective January 1, 2013 the City will no longer provide long term disability insurance to the Police Sergeants Unit. Members will pay for LTD benefits through their PORAC membership.~~

#### **Article 39 - Optional City Contribution /Pool Money Flexible Benefit Plan**

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

##### Single Coverage:

~~Effective January 6, 2013 for employees choosing Single coverage, the employee's monthly pool money distribution will cover 100% at the Single Party level, up to the cost of the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract.~~

~~Effective January 3, 2016, F~~for employees choosing Single coverage, the employee's monthly flexible benefit~~pool~~ money distribution will cover 100% at the Single Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

##### Two Party Coverage:

~~Effective January 6, 2013 for employees choosing 2 Party coverage, the employee's monthly pool~~

~~money distribution will cover 90% at the 2-Party level for the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract. Effective January 3, 2016,~~  
~~ff~~For employees choosing 2-Party coverage, the employee's monthly flexible benefit pool money distribution will cover 90% at the 2-Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

#### Family Coverage:

~~Effective January 6, 2013 for employees choosing Family coverage, the employee's monthly pool money distribution will cover 90% at the Family level for the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract. Effective January 3, 2016,~~  
~~ff~~For employees choosing Family coverage, the employee's monthly pool-flexible benefit money distribution will cover 90% at the Family level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

~~For employees waiving health insurance entirely, the employee will be eligible to receive \$100 per month as part of their salary. Effective January 3, 2016, e~~  
Employees who waive health insurance entirely shall receive \$160.00 per month as part of their salary.

Flexible benefit~~Pool~~ money for part-time merit workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional pool money.

#### PEMHCA Minimum:

The City's maximum, monthly contribution for each eligible, active ~~worker~~employee and retired annuitant for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA. Any increases to the PEMHCA minimum will result in a corresponding decrease in the amount of the additional City contribution, so that the total maximum City contribution never exceeds the amount listed in the Maximum City Contribution listed above.

#### Cafeteria Plan:

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

#### **Article 44 – Cafeteria Plan**

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

Date: 3/17/2022

For the Sergeants Association:

*Peter Hoffmann*

Peter Hoffmann

For the City:

*Stacey Cue*

Stacey Cue