

CITY OF SAN MATEO
RESOLUTION NO. ____ (2022)

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

WHEREAS, the parties have met and conferred, and have tentatively agreed to amend the Memorandum of Understanding (MOU) for the San Mateo City Employees' Association (Unit); and

WHEREAS, the amendments are related to salary, term, and other compensation; and

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

WHEREAS, no appropriation of additional funds to the Fiscal Year 2021-22 Budget is necessary.

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 City Employees' Association, set forth in the Tentative Agreement attached as Exhibit A, is approved and summarized as follows:

Term: The contract will be extended for two additional years expiring on June 22, 2024.

Salary: The bargaining unit will receive a 4.0% salary increase effective May 1, 2022, and a 4.0% increase effective June 25, 2023.

Retiree Health Savings Account (RHSA): The City's contribution will return to 1.0% on the pay period beginning June 26, 2022.

3. There is no budget impact in the current fiscal year for these recommended changes, as any increases can be absorbed within existing operating budgets. Updated salary and benefit amounts for these positions will be incorporated into the Fiscal Year 2022-23 budget.

Exhibit A

TENTATIVE AGREEMENT

Between the San Mateo City Employees' Association and the City of San Mateo

Salary Increase and Reinstatement of RHSA

12.1 Compensation Increases During the Term of this Agreement

12.1.1 Base Salary Adjustments

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

June 16, 2019	3.0%
January 10, 2021	2.0%
January 9, 2022	1.0%
June 26 May 1, 2022	4.0%
<u>June 25, 2023</u>	<u>4.0%</u>

19.2 Vacation Allowance

Employees shall accrue vacation with pay at the beginning of the following biweekly pay period as follows:

YRS OF SERVICE	DAYS PER YEAR	BIWEEKLY ACCRUAL
0 through 3 rd year	11 days	3.39 biweekly
4 th year through 9 th year	16 days	4.93 biweekly
10 th year	17 days	5.23 biweekly
11 th year	18 days	5.54 biweekly
12 th year	20 days	6.16 biweekly
13 th through 23 rd year	22.5 days	6.93 biweekly
24 years and beyond	25 days	7.69 biweekly

The above allowances shall be pro-rated for employees beginning employment or leaving employment with the City during a biweekly pay period.

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 will be borne by the City.

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".

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 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.

Beginning June 16, 2019, the City will contribute one percent (1.0%) of base salary per month for each employee into the RHSA plan. Effective July 11, 2021, the City's contribution shall be 0.5%. The City's contribution shall return to 1.0% on June 26, 2022, ~~unless extended by the Unit in accordance with Article 43.0 MOU Extension Option.~~

Beginning June 16, 2019, 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.

42.0 Termination of Agreement

This Agreement shall terminate as of 11:59 p.m., June ~~2522, 2022~~2024.

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.

~~43.0 MOU Extension Option~~

~~The Unit has the sole discretion to extend the terms and conditions of this MOU with the following provisions:~~

~~12.1.1. Base Salary Adjustments~~

~~The Unit will receive the following across the board increase:~~

~~_____ January 13, 2023 _____ 1%~~

~~24.11 Retirement Health Savings Account~~

The City's RHS contribution shall remain at 0.5% through the term of the extension (June 24, 2023). The City's RHS contribution shall return to 1.0% on June 25, 2023.

~~42.0 Termination of Agreement~~

~~The Agreement shall terminate as of 11:59 p.m., June 24, 2023.~~

~~The Unit must notify the City in writing on or before March 15, 2022 that they will be exercising their right to extend the MOU under this Article.~~

Any term and condition of the May 18, 2019 – May 15, 2021 MOU not identified above shall remain in full force and effect through the term of this Agreement.

This Tentative Agreement needs to be fully executed no later than 5:00 pm March 30, 2022 and notice of Union ratification needs to be received by the City no later than 5:00 pm April 13, 2022, in order for the above provisions to occur.

3/28/2022
Dated: _____

FOR THE SMCEA

FOR THE CITY OF SAN MATEO

John Noble

John Noble

Stacey Cue

Stacey Cue