

***CITY OF SAN MATEO***  
***AND***  
***SEIU LOCAL 521***  
***MAINTENANCE UNIT***



***MEMORANDUM***  
***OF***  
***UNDERSTANDING***

***EFFECTIVE:***

March 18, 2012 – March 12, 2016

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN MATEO  
and  
SEIU, LOCAL 521, MAINTENANCE UNIT

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN MATEO  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 521, AFL-CIO/CLC  
MAINTENANCE UNIT**

This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the provisions of Chapter 10, Division 4, Title I, of the Government Code of the State of California.

Wages, hours, and conditions of employment set forth below have been agreed to by the signatories of this Memorandum for implementation to all workers represented by the Service Employees International Union, Local 521, CLC. Except as provided herein, the matters set forth in this Memorandum of Understanding shall remain in full force and effect for its term.

Wages, hours, and conditions of work shall be as follows:

**1.0 RECOGNITION**

The City has recognized the Union as the exclusive bargaining representative for all permanent, probationary, and trainee workers within the bargaining unit in the classifications specifically cited in Exhibit A attached hereto and made a part hereof. For purposes of identification, this unit shall be entitled the SEIU Maintenance Unit.

Duties covered by the foregoing classifications shall not regularly be assigned to other City bargaining units. This language should not be construed to prohibit supervising workers from working with their crews or from providing fill-in duties, nor shall it be construed to ban the use of temporary workers.

New workers hired and assigned to classifications covered by the SEIU Unit shall be advised by the City that Local 521, Service Employees International Union, CLC, is the recognized bargaining representative in said Unit. The City agrees to distribute to all new workers in the SEIU Unit a reasonable amount of materials provided by the Union.

Positions in classifications represented by SEIU Local 521 established under federal or state funded employment programs shall be included in the unit represented by SEIU Local 521.

The City agrees to recognize SEIU Local 521 as the representative of part-time merit workers performing duties of the classifications listed in Exhibit A.

If the City develops a new classification, the Union will be notified of the proposed unit designation.

## **2.0 NO DISCRIMINATION**

The City and the Union agree that there shall be no discrimination of any kind because of race, religion, color, national origin, sex, political affiliation, disability, sexual orientation or union activity against any worker or applicant for employment; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

## **3.0 UNION RIGHTS**

### **3.1 Names and Classifications**

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 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.

### **3.3 Bulletin Boards**

The City shall continue to provide Union bulletin boards at the present work locations for the posting of official Union bulletins and notices. The Union may distribute a reasonable amount of information to City workers through intra-and inter-departmental mail without interference or censorship.

### **3.4 Access to Work Locations**

Staff representatives of the Union are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Such staff representatives of the Union shall notify management before proceeding to or at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Human Resources Director or an authorized representative.

### **3.5 Access to City Buildings**

City buildings and other facilities shall be made available for use by the Union or their representatives in accordance with City administrative procedures governing such use.

### **3.6 Advance Union Notice**

The Union shall be notified in advance in writing of any ordinance, rule, resolution, or regulation within the scope of representation not covered by this Agreement which is proposed to be adopted or implemented by the City Council, any board or commission, or any department of the City, and

the Union shall be given the opportunity to meet and confer or meet and consult to any enactment or implementation.

The Union shall be notified in advance of any contemplated changes in classification description and such changes shall be subject to the meet and confer or meet and consult process during the term of this Agreement.

In cases of emergency where the City Council determines that an action must be enacted immediately, without prior notice or meeting with the Union, the City shall provide the Union such notice and the opportunity to meet and confer or meet and consult at the earliest practical time.

### **3.7 Worker 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 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.

### **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).

#### **4.7. Job Announcements**

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

#### **4.8. Enforcement**

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

## **5.0 STEWARDS AND REPRESENTATIVES**

### **5.1 Stewards**

The Union agrees to notify the Human Resources Director of those individuals designated as Union officers, stewards and alternates who represent workers before the City. Alternates may be designated to perform steward functions during the absences or unavailability of the steward. The Union will promptly provide the Human Resources Director, in writing, up-to-date lists of stewards and their work locations.

When it does not conflict with their work, stewards shall be relieved from their duties upon request to their supervisor to attend meetings arranged with management; to investigate and process grievances initiated by other workers; to attend new worker orientation; and to be trained by observing other stewards' processing of a grievance. In carrying out any of the above steward functions, more than one steward may be released from a work area at the discretion of the supervisor. Grievances which may arise and cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes and no changes shall be made except with the consent of the appropriate Department Head.

### **5.2 Union Representatives**

A maximum of six (6) Union representatives shall be allowed concurrent time off without loss of compensation to meet and confer or meet and consult with City officials on matters within the scope of representation. Additional representatives may be approved by the City for attendance at such meetings without loss of compensation where warranted. The Union shall submit the names of all such worker representatives to the Human Resources Director at least two (2) working days prior to such meetings and the representative shall advise their supervisor reasonably in advance prior to leaving their work assignments to attend such meetings.

## **6.0 CITY RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Memorandum of Agreement shall be construed to require the City to meet and confer on matters which are solely a function of management. The City reserves and retains, solely and exclusively, all management rights and authority, including the rights set forth by law, except as specifically abridged or modified by this Agreement. Specifically reserved within the general reservation of management rights above is the right to eliminate vacant positions.

## **7.0 HOURS OF WORK AND OVERTIME**

### **7.1 Work Week and Overtime**

Regular overtime is authorized time worked, except emergency overtime, by a worker in excess of his/her assigned work schedule. Workers shall be assigned work shifts with regular starting and quitting times. Pursuant to this contract, overtime shall be applicable when:

- Work is performed in excess of forty (40) hours in one (1) week;

- Work is performed in excess of the scheduled workday (exclusive of lunch period);
- Work is performed on a recognized paid holiday.

## **7.2 Overtime Rate**

The overtime rate shall be one and one-half (1½) times the worker's straight-time hourly rate. A worker shall work at least six (6) minutes in excess of their regular schedule to be entitled to overtime payment, except when the worker is called for emergency overtime in which case that provision would govern.

## **7.3 Lunch Periods**

The City shall schedule lunch periods of not less than one-half (½) hour or more than one (1) hour.

## **7.4 Change in Work Schedule**

A worker will be given no less than seven (7) calendar days advance notice of an intended change in the employee's regularly scheduled hours of work. The City will provide fourteen (14) days notice to the Union regarding a proposed change in a work unit's regular work schedule. Upon request of the Union, the City will meet and confer regarding the impact of any change. Example: Change to an alternate work week.

## **7.5 Compensatory Time in Lieu of Overtime**

As allowable under the Fair Labor Standards Act, a worker may waive direct payment of overtime and in lieu thereof may accumulate time off at the time and one-half 1½ rate to a maximum of eighty (80) hours. Such time off shall be taken at the discretion of the Department Head, with due regard for the desires of the worker and the workload of the department.

## **7.6 Fair Labor Standards Act (FLSA)**

The City shall comply with the Fair Labor Standards Act pursuant to the regulations set forth by that act as they pertain to the membership of the Union.

Upon request by the Union, the City will meet and confer prior to changing an established work unit's starting and/or quitting time. Also upon request, the City will, whenever possible, meet and discuss any problems created when temporarily changing an individual's schedule. This does not preclude the City from continuing to change a worker's schedule with seven (7) days advance notice.

## **7.7 Emergency Overtime**

A minimum of two (2) hours pay at the overtime rate shall be paid for authorized time worked by a worker when he/she is contacted outside of his/her regular working hours and is requested to report to duty because of an emergency. An emergency means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

## **7.8 Rest Period Between Shifts**

If a worker works more than sixteen (16) hours during a consecutive 24-hour period, said worker will be provided an eight (8) hour rest period from the time last worked prior to returning to duty. If said eight (8) hour rest period extends beyond the worker's regular starting time, the worker will

only be required to work the remaining time of said worker's regular work shift to be compensated for the complete work shift.

In the event a worker qualifies under the provision of this Article and said worker is required to return to duty prior to completion of the eight (8) hour rest period, time and one-half (1½) compensation will be provided in addition to regular pay for the remaining time necessary to complete the rest period.

## **7.9 Exceptions to Work Schedule**

### **7.9.1 Alternate Work Week Schedules**

The City and the Union agree that a worker's ability to flex his/her work schedule is a privilege and benefit and not a right. Flex time can result in better morale and in reducing commute related traffic congestion. Workers may propose an alternate work schedules (flexible work hours) such as the 9/80 and/or 4/10 plans with forty (40) hour workweeks. With Department Head and Human Resources Director or his/her designee's approval, the use of alternative flexible work schedules can be implemented where such schedule can be accommodated with impairing department operation or service to the public. Such alternate schedules will not be unreasonably denied by the City. A decision not to approve an alternate work schedule proposal is not grievable.

If provided, time will be accrued based on the standard 5/8, forty (40) hour work schedule. Employee leave banks will be charged on the hours actually taken off. Employees will be required to supplement holiday time (eight (8) hours for full time employees) to receive full payment for nine (9) or ten (10) hour holidays designated.

The work week will change to accommodate 9/80 schedules without accruing an overtime obligation for the basic work schedule.

### **7.9.2 Voluntary Reduction in Work Hours**

A worker may request a temporary or ongoing voluntary reduction in his/her work hours by making such a request to the worker's Department Head. Approval for any voluntary reduction must be obtained in advance. The decision of the Department Head is final and conclusive and there shall be no appeal or grievance rights. Employees requesting this option shall have their benefits prorated based on the number of regularly scheduled hours worked.

## **8.0 BASE PAY AND PREMIUM PAY CALCULATION**

The hourly rate of pay shall be calculated from the rate of pay that is designated for a classification in the master salary schedule. The rate shall not be increased by shift differential, pool money, or other additional amounts paid. The hourly rate of pay, based on 2080 hours annually, shall be used to calculate the benefits set forth below:

- Out-of-Class Pay
- Overtime Pay
- Standby Alert
- Vacation Buyouts
- Termination Allowance

(Including annual leave and vacation leave buyouts)

### **8.1 Step Differential**

The master salary schedule shall have equal differentials four and one-half percent (4.5%) between regular steps. There will be open ranges for promotions.

## **9.0 PAY PRACTICES**

Compensation is intended to be consistent with City-wide compensation objectives and commensurate with actual job performance. Job performance will be the sole criteria for determining an individual worker's placement within a salary range.

### **9.1 Salary on Initial Appointment**

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

### **9.2 Salary Advancement Within Range**

Salary advancement within a defined range shall be based on merit and performance as determined by the Department Head. The supervisor's evaluation and recommendations will be used by the Department Head, who will determine the worker's advancement within the range.

Salary advancement within an established range is typically considered at one (1) year intervals and/or at the time of a range adjustment resulting from meet and confer. The date of salary review and increase may be advanced or delayed as determined by the Department Head. Salary advancement typically occurs in increments of four and one-half percent (4.5%); however, at no time shall a worker advance beyond the top of the established range.

Other than the review process outlined in Section 9.8, no appeal shall occur from the decision of the supervisor and/or Department Head whether by discipline procedures, grievance, or otherwise.

### **9.3 Salary Step Upon Promotion**

Upon promotion, the base compensation of a worker shall be increased to a step in the new salary range four and one-half percent (4.5%) above the worker's base salary prior to promotion.

A worker when promoted shall receive no less than the minimum or more than the maximum rate of compensation for the class to which promoted, said rates of base compensation set forth herein.

### **9.4 Salary Upon Demotion**

"Demotion" shall mean the demotion from one classification to a different classification for which the maximum rate is lower than the maximum rate of the former classification. Said demotion shall be considered voluntary unless it results from the layoff or discipline process.

In the event of an involuntary demotion resulting from a reduction in the number of authorized positions, a worker's rate of compensation in the lower classification shall be the salary step closest to but not more than the base salary received immediately prior to the involuntary demotion.



The salary rate for demoted workers shall be as follows:

<b>Reason</b>	<b>Rate</b>
a. discipline	a. is set by discipline
b. voluntary demotion or layoff	b. top of range
c. failure to complete probation after promotion	c. return to same relative percentage as held before promotion

### **9.5 Salary on Transfer**

"Transfer" shall mean a change of positions within the same class or comparable class with a salary differential of four and one-half percent (4.5%) or less between tops of ranges.

### **9.6 Salary on Military Leave**

All workers who have been granted a military leave may upon their return to the City service be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.

### **9.7 Salary on Change in Classification**

If appointed to a classification having a maximum salary equal to that of the immediate former classification, a worker shall be entitled to receive the same rate he/she would have received if he/she had remained in the former classification.

Upon approval of the Department Head, if a former worker is re-employed from the eligible list for his/her classification held immediately prior to resignation, he/she may be paid at a rate higher than the normal entrance rate but at no more than the step attained in the classification in which permanent status was held at the time of resignation.

### **9.8 Salary Advancement Review**

(This subsection shall not apply to and does not include the Salary Adjustment in Section 14)

The date of a scheduled in-grade salary increase may be delayed based on merit and performance as determined by the Department Head. Delays of in-grade increases beyond twelve (12) months may be appealed to the Personnel Board.

## **10.0 DIFFERENTIAL PAY**

### **10.1 Shift Differential**

Employees who are regularly scheduled to work shifts shall be paid as follows:

### **10.1.1 Swing Shift**

4:00 p.m. and 11:59 p.m.

\$1.10/hour for each straight-time hour worked. Effective July 7, 2013 the differential shall be \$1.30/hour for each straight-time hour worked.

### **10.1.2 Graveyard Shift**

12 midnight and 6:00 a.m.

\$1.45/hour for each straight-time hour worked. Effective July 7, 2013 the differential shall be \$1.60/hour for each straight-time hour worked.

Employees assigned street sweeping will be paid from the start of their shift to 6am.

### **10.1.3 Sewer Crew Shift Pay**

Swing shift sewer crew will be paid an additional \$1.10 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.

## **10.2 Assignment Differentials**

### **10.2.1 Lighting Foreman**

A worker in the classification of Traffic and Lighting Technician shall be paid a five percent (5%) differential when assigned the responsibility of directing a crew in the replacing and updating of streetlights.

### **10.2.2 Sewer Crew Leadworker**

A leadworker assigned the responsibility of directing large crews working multiple sewer assignments in more than one location shall be provided a five percent (5%) salary differential. "Large crew" is defined as eight (8) or more permanent workers assigned to the Leadworker on regular basis (a small crew is defined as 2-3 permanent workers).

### **10.2.3 Irrigation Crew**

A worker in the classification of Landscape Maintenance Worker II who is permanently assigned to assist the Irrigation Specialist shall be eligible to receive a four and one-half percent (4.5%) differential after successful completion of an in-house review of operational skills and six (6) months of service on the crew.

### **10.2.4 Light Equipment Mechanic**

A worker in the classification of Landscape Maintenance Worker II who has the expertise and assumes the added duties of a Light Equipment Mechanic shall be paid a five percent (5%) salary differential.

### **10.2.5 Standby Pay**

Workers engaged in a standby assignment shall receive \$2.35 per hour. Standby Pay will increase by \$.25 on 11/1/09 and another \$.25 on 10/31/10.

### **10.2.6 Sweeper Pay**

Maintenance Workers assigned to full time sweeping duties will receive a five percent (5%) differential. Maintenance Workers assigned to back-up and short term street sweeping duties shall receive a five percent (5%) differential for only those hours worked performing street sweeping duties.

### **10.3 Bilingual Differential**

Based upon the City and community need and the language proficiency of the worker, the Department Head may recommend bilingual premium for a worker. Approval will only be given where the worker's bilingual skill is regularly used in the course of City business.

Bilingual premium pay shall be ninety dollars (\$90) biweekly and shall become payable the first day of the pay period following proficiency certification. If a bilingual qualified employee works less than full-time, the biweekly differential will be prorated. If an employee is off work for an extended leave (over 30 days), he/she will not receive the bilingual pay for the remainder of the leave.

In order to ensure that workers retain bilingual proficiency, periodic re-qualification may be required and shall be administered by the Human Resources Department.

### **11.0 ACTING PAY**

Any merit system worker in the SEIU Maintenance Unit who is assigned by a supervisor to carry out the full range of responsibilities in a higher classification for 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 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 assignment is in a different bargaining unit, the employee will retain the benefits of his/her actual position.

### **12.0 WORK OUT OF CLASSIFICATION PAY**

If a worker performs a significant portion but not all of the duties of a higher paid classification, the worker may, upon Department Head approval, qualify for a differential in pay to be determined by the extent of duties assigned for this work out of class.

### **13.0 SPECIAL PAY (Christmas Pay)**

Workers whose shifts begin after 12 midnight December 25 (00:01) shall receive Thirty Five Dollars (\$35.00) in addition to such other compensation required for such work.

### **14.0 SALARY ADJUSTMENT**

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.

#### **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 7, 2013 – 2%

July 6, 2014 – 2%

July 5, 2015 – 2%

#### **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 populations from 50,000 to 150,000 in San Mateo, Santa Clara and Alameda counties' will be surveyed and the data will be used to provide a competitive package. 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 used to set compensation adjustments for the Unit.

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

#### **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%).

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 and retention history as well as the City's financial health.

#### **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 effective or better performance evaluation on their most recent evaluation, received no disciplinary action, and/or the worker is not currently on a Performance Improvement Plan (PIP).

#### **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 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.

## **15.0 HEALTH AND WELFARE PROVISIONS**

### **15.1 Health Insurance**

The City shall make a dedicated health contribution on behalf of those workers eligible for Group Medical Coverage or Medicare, Part B under the various plans available to the City in the amounts necessary to a maximum contribution of One Hundred Sixty Dollars (\$160.00) per worker per month.

The City shall make available to eligible current and retired workers benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act, and may self-insure after meeting and conferring with the Union.

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

### **15.2 Pool Money**

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this plan and all contributions to pool money and to the Retirement Health Savings Account outlined below 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.

#### **15.2.1 Optional Pool Money for Merit Employees hired before July 1, 2006**

Effective November 2, 2008, the City of San Mateo shall continue to provide maximum monthly contributions of \$852.39 dollars for employees who do not elect medical coverage; \$933.69 for employees who elect single coverage; \$1063.74 for two-party and \$1063.74 for family coverage to be available as optional monthly Pool Money for medical benefits.

The amount of the pool money, combined with the \$160 health contribution dedicated to health insurance, shall not exceed the amount necessary to provide for the Kaiser family plan.

On January 1, 2009 and each January during the term of this Agreement, the employee's monthly pool money will be increased to cover the increase in cost of Kaiser single, two-party, or family HMO, according to the employee's insurance election.

Cash distributions shall continue to be limited to the amounts available to employees in 2006 according to the employee's insurance election (based on agreements reached in 2006-2008 MOU).

Waive Coverage:

- Effective January 6, 2013, employees who waive health insurance entirely shall receive \$752.39 per month as part of their salary.
- Effective January 5, 2014, employees who waive health insurance entirely shall receive \$677.39 per month as part of their salary.
- Effective January 6, 2015, employees who waive health insurance entirely shall receive \$602.39 per month as part of their salary.
- Effective January 5, 2016, employees who waive health insurance entirely shall receive \$527.39 per month as part of their salary.

Single Coverage:

- Effective January 6, 2013, the employee's monthly pool money distribution for medical coverage will be indexed according to 100% at the Single Party level for the cost of the Kaiser Plan offered under the PEMHCA contract.
- Effective January 6, 2013, employees who elect Single coverage shall receive \$100.00 per month less than their 2012 cash amount as part of their salary. Each successive January during the term of the contract, cash distributions shall be reduced by an additional \$75.00 per month per year.

Two Party Coverage:

- Effective January 6, 2013, the employee's monthly pool money distribution will be indexed to 95% at the 2-Party level for the Kaiser Plan offered under the PEMHCA contract.
- Effective January 5, 2014, the employee's monthly pool money distribution will be indexed to 90% at the 2-Party level for the Kaiser Plan under the PEMHCA contract.
- Effective January 6, 2013, employees who elect 2-Party coverage shall receive \$100.00 per month less than their 2012 cash amount as part of their salary. Each successive January during the term of the contract, cash distributions shall be reduced by an additional \$75.00 per month per year.

Family Coverage:

- Effective January 6, 2013, the employee's monthly pool money distribution will be indexed to 95% at the Family level for the Kaiser Plan offered under the PEMHCA contract. There shall be no cash distributions for employees who elect Family coverage.
- Effective January 5, 2014, the employee's monthly pool money distribution will be indexed to 90% at the Family level for the Kaiser Plan offered under the PEMHCA contract.

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.

### **15.2.2 Optional Pool Money for Merit Employees hired on or after July 1, 2006**

As to all merit employees who begin employment on or after July 1, 2006, employees will receive adequate pool money, combined with the \$160 employer contribution, to provide for his/her insurance election. The amount of the pool money, combined with the \$160 employer contribution, shall not exceed the amount necessary to provide for the Kaiser family plan.

#### Waive Coverage:

For employees waiving health insurance entirely, the employee will receive \$100 per month as part of their salary.

#### 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 for the cost of the Kaiser Plan 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 95% at the 2-Party level for the Kaiser Plan offered under the PEMHCA contract.
- Effective January 5, 2014, the employee's monthly pool money distribution will be indexed to 90% at the 2-Party level for the Kaiser Plan 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 95% at the Family level for the Kaiser Plan offered under the PEMHCA contract.
- Effective January 5, 2014, for employees choosing Family coverage, the employee's monthly pool money distribution will cover 90% at the Family level for the Kaiser Plan offered under the PEMHCA contract.

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.

### **15.3 Dental Insurance**

The City shall provide dental benefits for the worker, their eligible family members and/or domestic partner during the term of this Agreement. Dental benefits will provide one hundred percent (100%) coverage on all routine maintenance and eighty percent (80%) on minor and major dental work. The annual dental maximum will be \$3,000 per year. The lifetime orthodontic benefit will be \$2,000 for eligible dependents.

Subsequent adjustments shall be made during the term of this Agreement to maintain the same dental coverage.

### **15.4 Life Insurance**

The City shall provide workers a \$50,000 life insurance policy and a \$10,000 accidental death and dismemberment insurance policy without regard to membership in any health plan. Each worker is eligible to purchase additional life insurance in accordance with the group insurer's policy.

### **15.5 Long Term Disability Insurance**

The City shall provide each worker represented by SEIU Local 521 Long Term Disability Insurance providing a monthly benefit equivalent to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the employee's basic monthly earnings, not to exceed a monthly benefit of \$4,000 per month. This benefit is conditional upon the terms and conditions of the insurance plan parameters.

Long Term Disability benefits become effective after a six (6) month waiting period from the qualifying disability.

### **15.6 State Disability Insurance (SDI)**

Employees in the SEIU Maintenance Unit are covered by State Disability Insurance. State Disability Insurance payments shall be integrated with paid sick leave and the combined amount shall not exceed the employee's regular biweekly earnings.

### **15.7 Vision Insurance**

The City shall provide vision insurance for workers, their dependents, and/or domestic partner. Vision benefits are as follows:

Annual exam, lenses and frames  
\$25.00 annual deductible

Increases in premium during the term of the contract will be provided by the City.

### **15.8 Cafeteria Plan/Dependent Care Assistance Plan**

The 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 re-negotiation. Benefits shall be taxed as required by law.



The City shall establish a Dependent Care Plan which shall be made available to eligible workers. City shall pay required administrative costs; provided, however, that if, in the City's judgment the administrative costs exceed what the City is prepared to expend, the City may terminate said Dependent Care Plan. Prior to any termination, the City agrees to discuss alternatives for plan continuation with worker representatives.

### **15.9 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 100% of sick leave separation pay 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.

Effective May 1, 2009, the Union may elect to change the 100% conversion of sick leave separation pay as well as set some or all of other separation pay (vacation or ETO) to a specific formula for the duration of this Memorandum of Understanding. In the event there is no determination by the Union by April 1, 2009, 100% of the sick leave separation pay will continue to be contributed to the RHSA for the term of this Agreement.

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.

### **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:

- 1) 2%@55 retirement formula
- 2) City paid employee PERS contribution
- 3) Single Highest Year Option

For employees hired on or after July 1, 2012 the City will amend its contract with PERS for miscellaneous employees to provide a 2%@55 retirement benefit formula with the average of the three highest consecutive years of compensation as the basis for calculating the pension. The City may delay the July 1, 2012 implementation date provided in this section, at its discretion, to the extent it deems necessary to lawfully and administratively affect such implementation.

Effective with the pay period starting July 8, 2012, employees will pay 2.0% of the PERS employee-share contribution on a pre-tax basis.

Effective with the pay period starting July 7, 2013, employees will pay 4.5% of the PERS employee-share contribution on a pre-tax basis.

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.

## **17.0 HOLIDAYS**

### **17.1 Recognized Holidays**

Legal holidays shall be as follows:

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

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

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

### **17.2 Saturday and Sunday Holidays**

Except for employees who work in 24 hour/7 day operations, when a holiday falls on Sunday, the following Monday shall be observed and when a holiday falls on Saturday, the preceding Friday shall be observed.

### **17.3 Holiday Credits**

The maximum accumulation of holiday credits for positions which are regularly scheduled for weekend work assignments shall be eighty (80) hours. The eighty (80) hour maximum holiday accrual shall apply to workers on the following crews:

- Pump crew
- Treatment Plant crew
- Sewer
- Golf Course crew

The maximum accumulation of holiday credits for all other workers is forty-eight (48) hours.

### **17.4 Holidays During Paid Leave**

All workers shall enjoy the same number of holidays whether they fall on paid leave or on scheduled days off. Holidays that fall during periods of paid leave shall not be charged to such leave. When a holiday falls on a worker's scheduled day off, equivalent time off shall be added to the worker's holiday time balance.

**17.5 Taking Holiday Leave**

The time at which a worker may take his/her holiday leave shall be determined by the Department Head or designee with due regard for the wishes of the worker and the needs of the service.

**17.6 Leave Time Requests**

Time off requests for less than one week of vacation, holiday time or compensatory time off (CTO) will be submitted no less than forty-eight (48) hours in advance of the requested time off. Requests for time off of more than one week will be submitted no less than one week in advance of the requested time off.

**18.0 VACATION**

**18.1 Vacation Accrual**

Each worker shall be granted five and one-half (5.5) working days' credit or 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 <sup>th</sup> through 9 <sup>th</sup>	16 days	4.93 hrs./biweekly
10 <sup>th</sup> year	17 days	5.23 hrs./biweekly
11 <sup>th</sup> year	18 days	5.54 hrs./biweekly
12 <sup>th</sup> years	20 days	6.16 hrs./biweekly
13 <sup>th</sup> through 23rd years	22.5 days	6.93 hrs/biweekly
24 <sup>th</sup> 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.

## **18.2 Vacation Sell Back**

A worker with five (5) years or more of service may elect to sell back to the City forty (40) hours of accumulated vacation or annual leave at the worker's base rate of pay per fiscal year, under the following conditions.

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

An additional forty (40) hours accrued vacation can be sold back provided that, in addition to A and B above, sufficient funds are available in the department budget, as determined by the Department Head.

## **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.

## **19.0 SICK LEAVE**

The purpose of this Section is to continue the compensation of workers who must remain off their jobs because of illness or disability. Such sick leave is a privilege which the worker can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death, or disability of immediate members of his/her family.

### **19.1 Sick Leave Accrual**

A worker shall accrue 3.70 hours of sick leave at the beginning of each biweekly pay period. However, sick leave shall not accrue during periods when a worker is on leave without pay for one (1) or more complete months. Such leave that is not used may be accumulated indefinitely.

### **19.2 Sick Leave Use**

No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes: Sickness or disability sustained while on leave of absence, other than his/her regular vacation.

### **19.3 Doctor's Certification**

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

A doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence where, in the opinion of the Department Head, evidence

exists that sick leave has been misused and a prior warning has been given to the worker regarding the abuse of sick leave.

#### **19.4 Family Sick**

Family 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 Earned Time off (ETO) leave where the presence of the worker elsewhere is essential because of illness, or disability of members of his/her immediate family. Immediate family 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 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.

#### **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 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.

#### **19.6 Extended Sick Leave**

After one (1) year of continuous merit system service, workers who have exhausted their earned sick leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head, review by the Human Resources Director, and approval of the Personnel Officer. After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the worker's future sick leave accumulation during this period of extended sick leave.

### **20.0 DISABILITY LEAVE**

The purpose of this Section is to continue the compensation of workers who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as workers of the City.

For each disability, workers shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less Workers' Compensation. If the sixty (60)

working days become exhausted, additional time off may be charged to sick leave. A worker shall not be charged sick leave for that portion of his/her salary for which temporary disability payments are received under the State Workers' Compensation Law. No otherwise appropriate disability retirement or separation from service shall be delayed for more than forty-five (45) workdays (360 hours) due to the existence of accrued sick leave. Workers being retired due to disability with unused sick leave on the books shall be entitled to compensation for the unused leave in accordance with Section 31.2 - Termination Allowance.

## **21.0 EMPLOYMENT LEAVES**

### **21.1 Jury Leave**

A worker required to report for jury duty shall be granted a leave of absence with pay from all of his or her regularly assigned duties until released by the Court, provided the worker:

Notifies his or her Department Head immediately of the notice to serve; and reports to work within a reasonable length of time after being released by the Court.

Workers called for jury service shall not be required to assume new or unusual regular working hours solely as a result of jury service. Every reasonable effort shall be made to ensure that personnel assigned to work a graveyard or swing shift who are called for jury duty shall be provided with: 1) a reasonable time for rest and recuperation prior to reporting for regularly scheduled duty, or 2) excused from their next scheduled shift, upon request by the worker, and provided that the worker has spent a significant portion of the day at jury duty. For the purposes of this Section, workers who have served five or more hours on jury duty will be allowed a minimum of eight (8) hours recuperation break prior to reporting back to work.

### **21.2 Leave Without Pay**

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

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

### **21.3 Family Care Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible workers for up to twelve (12) weeks per rolling twelve (12) month period.

In general, Family Medical 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 his/her position.

The City will adhere to applicable Federal and State laws regarding Family and Medical Leave. For specific conditions governing Family Medical Leave, please refer to the City Policy.

## **21.4 Catastrophic Injury or Illness Leave**

### **21.4.1 Purpose**

The purpose of this Section is to authorize, but not require, donations from the leave balances of one worker to another City worker who is unable to work due to a catastrophic injury or serious health condition and has exhausted all available leave. There is no right established by this provision that assures any worker that donations will be made.

### **21.4.2 Catastrophic Injury or Serious Health Condition Defined**

For the purpose of the donation of leave, a serious health condition shall be a non-industrial serious health condition that requires absence from employment for more than thirty (30) consecutive work days. A serious health condition is defined pursuant to the Family and Medical Leave Act.

### **21.4.3 Workers Eligible to Donate**

Not all workers shall be eligible to donate their accrued vacation, holiday, and/or “compensatory time” leave to another worker. A worker who is eligible to donate accrued leave must retain 40 hours or more of accrued leave, exclusive of sick leave, after donation to the other employee. Employees who donate time to another employee must sign a form, provided by the Human Resources Department, to authorize the transfer of time from their eligible accrued leave balance to the balance of the employee receiving the leave.

### **21.4.4 Workers Eligible to Receive Donations**

Not all workers shall be eligible to receive donations from another worker’s accrued leave balances. An eligible worker must meet all of the following criteria: (1) be a merit system worker (including probationary workers) whose participation has been approved by his/her department head; (2) be a worker within the Maintenance Unit; (3) the employee has supplied medical certification evidencing s/he is unable to perform the essential functions of his/her job and is unable to work for more than 30 consecutive work days. Upon receipt of a request for donations, the City shall determine a worker’s eligibility.

### **21.4.5 Limits on Donated Time**

The hours that may be donated to a worker shall not exceed that time necessary for the worker to reach the long-term disability insurance provided pursuant by the City.

This provision shall not be interpreted or implemented to extend any employee’s leave to exceed one year away from work, whether paid or unpaid, except as required by state and federal law.

The City shall apply donated hours in its discretion without the requirement that hours be prorated from each donating worker. Unused donations shall be returned to the donating worker.

### **21.4.6 Hourly Donations**

The donations authorized by this Section are of hours of leave. The donations shall not be converted to monetary value and then calculated based upon the hourly rate for the workers donating and receiving hours.

In no event shall a worker receive more than the worker's base salary.

## **22.0 ACCUMULATION OF VACATION, SICK LEAVE AND HOLIDAY CREDITS**

Vacation, Sick Leave and Holiday Credits shall be made on a pro-rata basis to a worker in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

## **23.0 DAILY HOUR VALUE**

The hour value of a leave day for holidays, vacation, sick leave, or other leave shall be determined by dividing the average number of regularly scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the five (5)-day/forty (40) hour per week worker.

## **24.0 DISABILITY PROVISIONS**

### **24.1 Modified Duty**

In the event that a worker becomes medically restricted due to an industrial injury or illness, and is unable to perform the full scope of his/her job, the worker shall be assigned to modified duty provided:

- There is work to be done within the worker's capabilities, as defined by the treating physician; and,
- Full recovery is expected.

If the worker's home department does not have modified duty available, the Department will contact the Human Resources Department to ascertain if such work is available in other departments. The Human Resources Department will assist the home department in locating a modified duty assignment within the worker's capabilities.

### **24.2 Training for Disabled Workers**

In the event a worker becomes permanently disabled as the result of a work related injury, the Human Resources Department, Union and worker will meet to discuss the worker's rights and entitlements as well as the procedures for rehabilitation, retraining and/or disability retirement.

The City supports the concept of rehabilitation of the disabled. Therefore, permanently disabled workers seeking disability retirement under PERS are to be fully considered for alternate employment with the City.



In order to implement the above policy and to ensure that the entity charged with determining incapacity is fully informed of the relevant facts of each case, the parties shall meet and may make recommendations to the City Manager.

In any case involving a SEIU worker, the parties shall monitor the PERS Board's processing of the disability retirement application and shall provide such input as deemed appropriate.

The parties shall consider each worker's suitability for continued employment on a case-by-case basis and in its deliberations shall consider the alternative of modified duty in applying the "reasonable range of duties" concept. In making these determinations, factors to be considered include the following:

- The worker's age and number of years remaining to normal retirement.
- The previous work record of the worker.
- The type of disability and the possibility of re-injury.
- The availability of an alternate position within the employing department or performing related duties in another department or the possible creation with City Council approval of a different position performing related duties in the employing department.
- The willingness of the worker to voluntarily transfer to an unrelated alternate position in a different City department.
- The financial impact on the City of the various alternatives available. This should include consideration of the following factors: Whether the impairment was industrial or non-industrial in nature; the value of the work to be performed in the alternate position; and the availability of Modified duty.
- Modified duty assignments will be made available to all SEIU workers pursuant to the City's Modified Duty Program when such assignments are available.
- The Union may make recommendations but the final decision shall rest with the City.

## **25.0 PROMOTION, TRANSFERS AND VOLUNTARY DEMOTION**

### **25.1 Initial Probationary Period**

The probationary period is intended to allow the worker to become proficient in the particular position and for the appointing authority to adequately judge this proficiency. The probationary period for new workers shall be twelve (12) months, during which workers may be rejected without the right of appeal. Permanent appointment of a probationary worker shall begin with the date ending the probationary period.

#### **25.1.2 Exclusions of Time**

The probationary period shall not include the time served under any temporary appointment.

### **25.1.3 Lay Off During Probation**

A probationer who is laid off during the probationary period shall, in the event of re-employment, be required to complete the balance of the probationary period.

### **25.1.4 Promotion during Probation**

The serving of a probationary period shall not, of itself, prevent a worker from being promoted to a position in a higher class, provided the worker is certified from an appropriate eligible list for such higher class of position in accordance with the Merit System Rules. If, within the above mentioned limitations, a worker is promoted in this way during a probationary period, the probationary period for the class of position to which the worker is promoted shall begin with the date of appointment to such latter class of position.

### **25.1.5. Promotional Probation Period**

The probationary period for promotional appointments shall be six (6) months.

## **25.2 Transfers**

Transfers shall mean a change of positions within the same class or comparable class with a salary differential of four and one-half percent (4.5%) or less between tops of ranges.

### **25.2.1 Transfer Posting**

All vacant or newly created positions to be filled shall be posted for five (5) working days to allow sufficient time for a worker to consider requesting a transfer. The five (5) day posting period may be waived by mutual agreement between the Union and the City. Any employee who applies for a transfer will be notified of the approval or denial of the request.

### **25.2.2 Transfer Requests**

Transfer requests to vacant positions will be considered prior to the position being filled from an eligible list. Workers so transferred who successfully complete the one hundred twenty (120) day probationary period may request a subsequent transfer only upon the completion of two (2) years of performance in the transfer position. The foregoing applies to workers in the classification of Maintenance Worker I, Maintenance Worker II, Facilities Maintenance Worker, Landscape Maintenance Worker I, and Landscape Maintenance Worker II. Any employee who applies for a transfer will be notified of the approval or denial of the request.

### **25.2.3 Transfer Within Classification**

At the request of a permanent worker and with the approval of the Personnel Officer, a worker may transfer from his/her position to another position in the same classification which is to be filled on a different crew within the same Department. The employee may be required to demonstrate that he/she possesses the requirements to perform on the new crew. Such a transfer shall require a one hundred twenty (120) day probationary period, during which time if management deems the worker unqualified on the new crew, or at the request of the worker, that worker shall be transferred to his/her old crew. Transfer requests to vacant positions will be considered prior to the position being filled from an eligible list. In the event that two (2) or more workers request transfer to the same vacant position, and such workers have relatively equal performance reports, and have the requirements to perform on the new crew, the worker with the longest City service in the

classification shall be granted the transfer. Any employee who applies for a transfer will be notified of the approval or denial of the request.

#### **25.2.4 Transfer Intra-Department**

A transfer of a worker from a position in one Department of the City to a position of the same class in another Department of the City may be made at any time by the appointing authorities concerned.

#### **25.2.5 Transfer Cross-Classification**

At the request of a permanent worker and the approval of the Personnel Officer, a worker may be transferred from a position in one classification to a position in another classification with the same salary range involving substantially the same level of duties and responsibilities but requiring additional or different special requirements. The Personnel Officer may require the worker to demonstrate that he/she possesses the additional or special requirements. A transfer from one classification to another classification shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

#### **25.2.6 Custodian Transfer**

In order to provide career growth and enhanced transfer privileges to permanent workers classified in the position of Custodian, the provisions of 26.2 of the MOU will be applicable to transfer from Custodian to Maintenance Worker I, regardless of the salary differential. In effecting a transfer under this provision, the transferred worker shall be placed at the step nearest to (but not less than) the salary in effect at the time of transfer. Advancement to subsequent steps in the Maintenance Worker I classification will be governed by normal step advancement policies.

Upon transfer from Custodian to Maintenance Worker I, a one hundred twenty (120) day probationary period shall be imposed, unless waived by the appointing authority. If permanent placement is not secured at the conclusion of probation, the worker shall have the right to retreat to a Custodian position.

#### **25.3 Voluntary Demotion**

At the request of a worker who has one (1) year of continuous merit system service, and with the approval of the Personnel Officer, a worker may be demoted from a position in one class to a position in another class with a lower salary range involving the same type of duties and responsibilities. The Personnel Officer shall require the worker to demonstrate in an examination that he/she possesses any additional or special requirements. A demotion from one class to another shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

### **26.0 PROMOTION PROCESS**

Promotional examinations shall be conducted on order of the Personnel Officer whenever practical and consistent with the best interest of the service. Workers are encouraged to prepare for, and compete in, promotional examinations. Only permanent workers who meet the requirements set forth in the promotional announcement may compete in promotional examinations. Reasonable consideration shall be given to length of service and demonstrated capacity to perform the duties of

the higher position. There shall be no age limit for qualifying a worker within the classified services for a promotional examination.

### **26.1 Appeal of Promotional Examination**

Any candidate shall have the right to file in writing with the Human Resources Department an appeal against any part of the examination process. Such appeal shall cite the item, decision, action, or portion of the examination process against which the appeal is directed, the reason for the appeal, and the action requested in sufficient detail to enable the reviewing authority to understand the nature of the appeal.

### **26.2 Process for Appeal and Timelines**

Any appeal against an examination shall be submitted within the appeal periods specified 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.

#### **26.2.3 Release of List during Appeal**

No employment list shall be established until all of the disputed questions and disputed portions of the examination have been resolved. The administration of an examination need not be postponed pending outcome of any appeal directed against any portion of it.

#### **26.2.4 Administrative Response to Appeal**

Appeals shall be handled by the Human Resources Director who may consult with the Department, experts in the field, or other resources to determine whether the question or questions should stand, alternate answers be approved, or be eliminated.

#### **26.2.5 Committee to Review**

The Human Resources Director shall then convene a committee composed of one (1) member of the Personnel Board, the Human Resources Director, and one (1) member of a recognized worker group other than the group representing the appellant or the position for which the examination is being given. The decision of the committee shall be final and conclusive. For the purpose of selecting the worker group representative, each worker group shall annually submit a name of one (1) of their members and the Human Resources Director shall randomly choose from the submitted names. The person making the appeal shall have the right to be present and to be represented by an individual or individuals of her or his choice.

#### **26.2.6 Request for Reason for Denial**

When a promotional process has been completed and an appointment made, a worker who did compete for the promotion but did not receive it, may request in writing the reasons for his not being promoted. Such request of the worker must be made within thirty (30) days of the appointment. The City shall respond to the request in writing or by meeting with the worker, and

his designated representative, if desired, within ten (10) days. The purpose of this section is to provide positive consultation to a worker for the purposes of strengthening his abilities to compete in future promotional opportunities. Nothing in this section shall be deemed to be an abridgement of the sole judgment of the City in setting criteria for promotions and making the appointment; nor is such action, including the response by the City to the worker's request subject to grievance appeal, through the grievance procedure, except as may otherwise be allowed by this Agreement, City rule, regulation or ordinance, or other applicable laws or regulations.

## **27.0 TEMPORARY VACANCIES**

### **27.1 Work out of Classification Coverage**

Pay for work out of classification is for the purpose of filling temporary vacancies for the term of absence of the regular worker. In the instances where the temporary vacancy is, or is expected to be, longer than two (2) months, management will rotate the assignment to workers beginning with the most qualified senior worker who, in the sole judgment of the City, is most capable of carrying out the assignment.

### **27.2 Pending Examination**

In the event a promotional position is vacated, and if an out of class assignment is to be made, the term of the work out of classification assignment shall not exceed the period necessary to complete the examination process, including appeals, and to make an appointment. In the event more than one (1) worker who is qualified exists, in the sole judgment of the City, the anticipated period necessary to complete the examination process shall be divided as equally as possible among the qualified workers.

- a. As soon as administratively possible, notice of vacant position and anticipated period of vacancy shall be posted.
- b. Workers shall have ten (10) days to apply to temporarily fill vacancy by contacting the Department Head.
- c. The department has ten (10) days to assign equal periods of time in vacancy to all qualified interested workers, except when the immediate needs of the Department necessitate that such assignment not be made. In these cases, such assignment will be made as soon as administratively possible.
- d. Temporary filling of vacancy shall occur immediately after the assignment schedule is completed.

### **27.3 Provisional Appointments**

It is understood that during the term of this MOU that provisional appointments shall not be implemented for positions covered by the SEIU Unit, except by mutual agreement.

### **27.4 Certification**

When an open competitive or promotional examination process is used to fill a vacant position, the Human Resources Director shall certify from the appropriate list the names of all eligible

candidates. The employment list will be provided in ranking order with scores and the appointing authority may select from anywhere on the employment list.

### **27.5 Credit for Previous Employment**

In the case of all open competitive examinations, City workers who become eligible for certification from eligible lists by attaining the passing mark established for the examination, shall be allowed an additional credit of five (5) points, which shall be added to the score attained in such examination, and they shall be placed on eligible lists and be eligible for appointment in the order and on the basis of the ranking attained by them in examination after such credit of five (5) points shall have been added.

## **28.0 LAYOFF PROVISIONS**

### **28.1 Layoff Definition**

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hour's reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth in this Section.

### **28.2 Service Seniority**

Seniority, for purpose of layoff, need not be continuous and shall include total accumulated length of service under the following types of appointment:

- Emergency appointment under SMMC 2.57.060(h) or previous SMMC Section 2.57.020(11).
- Regular appointment under SMMC 2.57.080.
- Provisional appointment under SMMC 2.57.070 (d).
- Appointment as City Manager's assistants under SMMC 2.57.060 (a) from a position in the classified service.
- Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

### **28.3 Seniority for Layoff Purposes**

The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.

For the purposes of Section 29.4 (Bumping Rights), seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

#### **28.4 Bumping Rights**

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 29.2, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held positions include successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the re-titled or re-dutied classification.
- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, he/she shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the “most recently held” classification.

#### **28.5 Mutually Agreed Upon Transfer in Lieu of Layoff**

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- The City may test the ability of the employee for the position prior to City’s decision on whether it will mutually agree to the transfer.
- The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

#### **28.6 Severance Package Upon Layoff**

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks pay for each complete year of service, to a maximum of six (6) months pay.

This severance package shall be in addition to any other buyouts and/or severance payments to which the employee is entitled under their MOU.

In addition to providing severance as described in this Section, the City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

#### **28.7 Salary Change Due to Layoff**

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

### **28.8 Notice of Layoff**

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to Human Resources by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, re-employment rights, and layoff procedures.

### **28.9 Employee Layoff Response Timeline**

Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state his/her decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

### **28.10 Effective Date of Layoff**

A layoff shall be effective thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date provided, however, that where an appeal is successful and the layoff is nullified, the employee shall be provided salary and benefits as if there was not a layoff.

### **28.11 Layoff Appeal Provisions**

An employee may not appeal the decision to layoff his/her position except as stated in Section 29.10, but may appeal the order of layoff, the bumping provisions (except the tests 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 his/her 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 his/her 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 (5) calendar days of the hearing.

### **28.12 Recall and Reinstatement from Layoff**

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which he/she is laid off or bumped.



When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If the employee fails to respond within fourteen (14) calendar days of notice to the City, he/she shall lose all recall rights.

Employees reinstated under this Section shall receive credit for former employment in computing salary, vacation, and other benefits.

Employees reinstated after layoff shall be treated as though they have been on absence without pay in computing salary, vacation, sick leave and other benefits.

The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

It is the responsibility of the employee who has been laid off to keep the City informed as to his/her address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

### **28.13 Layoff Impact Meet and Confer**

Upon request, the City shall meet and confer with affected employee organizations on the impact of any layoffs occurring pursuant to this policy. Furthermore, the City will notify employee organizations of possible layoffs as soon as is reasonably possible but no later than thirty (30) calendar days prior to any actual lay-off, and afford the organization(s) the opportunity to provide options/alternatives to layoffs for consideration by the City Council prior to the Council reaching a final decision.

## **29.0 REEMPLOYMENT AND REINSTATEMENT**

### **29.1 Reemployment Following Resignation**

Any permanent worker who resigns City service in good standing may be reemployed to his/her former classification, provided there is a vacancy, all promotional and reinstatement lists have been exhausted, the worker meets the qualifications of the classification, and the Department Head approves. In the event the worker is reemployed within six (6) months of the worker's resignation, the worker shall not be obligated to serve a new probationary period and shall receive credit for his/her former employment in computing salary, vacation, sick leave, and other benefits. If the

worker is reemployed after six (6) months have elapsed from the worker's resignation, he/she shall be considered to be a new worker for all purposes.

### **29.2 Reinstatement Following Promotion or Transfer**

Any classified worker who is rejected during the probationary period from a position to which he/she has been promoted or who is dismissed from an unclassified position to which he/she has been promoted or transferred shall be entitled to be reinstated to his/her former position, or comparable position, unless the worker is dismissed in the manner prescribed for the classified service. Workers reinstated under this section shall not be subject to a probationary period and shall receive credit for former employment in computing salary, vacation, sick leave, and other benefits.

### **29.3 Reinstatement Following Disability Retirement**

Any past, present, or future classified worker on disability retirement who is taken off disability retirement by action of the Public Employees' Retirement System shall be entitled to be reinstated to the worker's former position, or comparable position, within thirty (30) days of such action provided such employee possesses the skills and abilities to perform the major functions of the job. Workers reinstated under this section shall not be subject to a probationary period and shall receive credit for former employment in computing salary, vacation, and other benefits.

## **30.0 SEPARATION FROM SERVICE**

### **30.1 Seniority Following Service Retirement or Termination**

Classification and City service seniority shall end for all purposes upon service retirement or termination.

### **30.2 Termination Allowance**

#### **30.2.1 No Payments of Sick Leave for Disciplinary Termination**

No payments of sick leave shall be due or owed to any employee who is terminated by the City under the discipline process, regardless of whether the employee takes a service or disability retirement under the PERS system.

#### **30.2.2 Sick Leave Upon Retirement**

Workers participating in the sick leave/vacation leave program, upon retirement, shall be paid for one-half (½) of accumulated sick leave, up to a maximum of sixty (60) days payment.

#### **30.2.3 Additional Termination Pay**

All workers with one (1) year of continuous merit system service, whose employment is terminated because of layoff or death, may be granted one (1) working day termination allowance at their basic pay rate, in addition to other compensation due them and one additional day for each complete year worked thereafter.

## **31.0 PERSONNEL ADMINISTRATION**

### **31.1 Performance Evaluations**

Employee performance goals shall be mutually set by the employee and supervisor early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals shall occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year. The employee shall have two (2) days to review the performance evaluation before signing the document.

Performance evaluations may be appealed to the Human Resources Director within ten (10) working days of receipt of the document by the worker. The worker may have union representation and witnesses can be called at the time of review with the Human Resources Director. Human Resources Director will issue a written decision within ten (10) working days of the hearing. The decision of the Human Resources Director shall be final.

## **31.2 Personnel Files**

### **31.2.1 Release of Information**

Unless required by court process, the City will only release information to creditors or other persons outside of City government only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment, and verification of salary information if the person inquiring first states the correct salary to the City. Release of more specific information may be authorized by the worker.

### **31.2.2 Access and Contents**

A worker (or his/her representative, on the presentation of written authorization from the worker) shall have access to the worker's personnel file on request for a reasonable amount of time at a reasonable time and place. Release of more specific information may only be authorized by the worker in writing, signed by the employee. The worker may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

The City shall furnish the worker copies of all letters of reprimand or warning prior to placement of such documents into the worker's personnel file, and copies of letters of reprimand or warning shall be sent to the Union and the Human Resources Director. Upon receipt of a letter or reprimand or warning which the worker feels is factually incorrect, he/she may so advise in writing the Department Head, Human Resources Director, and the Union. The letters of reprimand or warning may not be appealed through the grievance procedure. The worker may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents. Letters of reprimand and warning not submitted in accordance with the provisions above may not be introduced as evidence against the worker.

Letters of reprimand/warning shall be removed from a worker's personnel file after one (1) year upon the written request of the worker and approval by the Human Resources Director provided there has not been subsequent discipline.

## **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. 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.

### **31.3.2 Appeal Timelines**

The Union must deliver a written notice of appeal, containing reasons for the appeal, to the Human Resources Department within ten (10) working days of the date that the written notice of classification and/or compensation recommendation is made. In the event the Union fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the right to appeal is lost.

When the Human Resources Department receives a timely notice of appeal, the Human Resources Director shall schedule the matter for hearing at the next available regular meeting of the Personnel Board at least fifteen (15) work days after receipt of the notice of appeal.

### **31.3.3 Findings and Conclusions**

The Personnel Board shall render written findings and recommendations and final decisions concerning the appeal following the hearing and within ten (10) work days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

### **31.3.4 Reclassification Procedure**

During the term of this Agreement, an individual worker or his/her representative may request once every twenty-four (24) months, a re-evaluation of his/her job based on significant changes in job content and classification description. The request must contain justification. Following department head review and comments, the request shall be forwarded, within thirty (30) calendar days, to the Human Resources Director, who shall respond to such request within sixty (60) calendar days. If meetings are held, the worker may request representation. Any changes determined will become effective the first pay period following the decision, or the job will be returned to its previous status. The employee may appeal the Human Resources Director's determination to the Personnel Board, to the extent the Personnel Rules provide.

## **32.0 TRAINING AND CAREER DEVELOPMENT**

### **32.1 Training**

Department Heads will ensure that training opportunities which are available to SEIU workers will be posted on departmental bulletin boards. A training representative will be appointed by the Union to meet on a regular basis with the City's Training Officer to assist in determining training needs and appropriate training programs. The City will make every effort to train its workers on an equal basis.

Professional and technical employees attending approved meetings, workshops, or conventions of their professional or technical organizations shall be reimbursed for reasonable expenses, including travel, and the City shall pay the dues for those organizations in which membership is required.

### **32.2 Tuition Reimbursement**

Employees shall be entitled to reimbursement for tuition, books and fees for education courses relating directly to existing job duties or reasonable promotional opportunities. Approval of the course and any release time shall be obtained in advance from the Department Head.

## **33.0 HEALTH AND SAFETY PROVISIONS**

### **33.1 Chemical Spray Training**

The City shall continue its efforts to ensure that workers mixing and applying herbicides, insecticides, and/or pesticides receive sufficient training with the goal that at least one (1) worker per district performing such work attain a pesticide applicators certificate.

Any employee who is required by the City to maintain a pesticide applicators' certificate shall be reimbursed for the cost of the renewal of the certificate and required education courses and shall be provided City time to attend such required educational courses.

### **33.2 CalOSHA Requirements**

Under the California Occupational Safety and Health Act, the City is responsible for furnishing a safe and healthful place of employment as well as providing necessary safety equipment and safety apparel the City or any safety regulatory agency determines necessary. The Union will cooperate with the City by encouraging all workers to perform their work in a safe manner and abide by applicable safety regulations. The Union shall appoint four (4) members of the eight (8) member Safety Committee covering SEIU Maintenance Unit workers. The City shall provide the Union with a copy of each accident report filed by a worker in the Unit.

### **33.3 Safety Committees**

The City coordinates safety efforts through the use of functional safety committees in Parks and Recreation, at the Wastewater Treatment Plant and the Public Works Yard.

#### **33.3.1 Structure of Safety Committee**

- a. Each committee will be established with representatives from each division.

- b. The committees will meet at least quarterly and minutes will be taken which indicate the recommendations made and their ultimate outcome. Minutes will be retained for three (3) years.
- c. Copies of employee accident reports will be reviewed for the purpose of determining how a repetition of the accident can be avoided.

### **33.3.2 Recommendations of Safety Committee**

Should the Safety Committee recognize a safety issue(s) that requires supervisor or managerial attention, the finding(s) will be forwarded in writing. A response will be provided in writing within fourteen (14) days. Thereafter, should the issue require correction, it will be completed within fourteen (14) days.

- a. Exception. Should the corrective action (s) require more than fourteen (14) days, management will notify the Safety Committee in writing of the reason(s) for the extension of time and when the corrective action will be completed.
- b. Should the Safety Committee recognize a serious safety hazard that calls for immediate managerial attention and abatement, upon agreement by all parties concerned, the safety hazard shall be corrected immediately.

## **33.4 Safety Shoes and Uniforms**

### **33.4.1 Safety Shoes**

The City will provide up to One Hundred Fifty Dollars (\$150.00) per fiscal year toward the reimbursement of safety shoes. Said reimbursement shall be against original official receipts for safety shoes expenditures. Safety shoes are defined as any Safety Committee recommended shoe.

### **33.4.2 Uniforms**

The City shall provide uniforms for any employee required to wear a uniform in the course of his/her duties. The City shall continue to supply all required safety equipment.

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

### **33.4.3 Uniform Jackets**

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

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

## **34.0 JUST CAUSE FOR DISCIPLINE**

The appointing power may suspend or dismiss any worker in the classified service except that no such permanent worker shall be suspended or dismissed except for reasonable cause and subject to the right of appeal through the grievance and appeal procedure.

The tenure of every worker holding permanent status hereunder shall be during good behavior and the rendering of efficient service but any worker may be dismissed for cause.

## **35.0 GRIEVANCE**

### **35.1 Purpose**

- a. This grievance procedure shall be used to process and resolve grievances arising under this Memorandum of Understanding except to the extent that the City Charter vests jurisdiction elsewhere.
- b. The purposes of this procedure are:
  1. To resolve grievances informally at the lowest possible level;
  2. To provide an orderly procedure for reviewing and resolving grievances promptly.

### **35.2 Grievance Definitions**

#### **a. Grievance**

A grievance is a good faith complaint of one (1) or a group of employees or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding.

#### **b. Supervisor**

As used in this procedure, the term "supervisor" means the individual who assigns, reviews, and directs the work of an employee.

#### **c. Party**

As used in this procedure, the term "party" means an employee, the Union, the City or their authorized representatives.

#### **d. Working Day**

A working day or work day is defined as a day on which City Hall is open for business.

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Personnel Rules and Regulations of the City unless waived by such employee.

### **35.3 Informal Discussion**

Not later than fifteen (15) working days after the date the event giving rise to the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his/her immediate management

supervisor. The supervisor shall respond, either orally or in writing, to the employee not later than ten (10) working days thereafter.

#### **35.4 Formal Grievance - Step One**

If after discussion with the immediate management supervisor, the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing, on the prescribed form. The form must be presented to the Department Head (or designee) and the Director of Human Resources within fifteen (15) working days. The grievance statement shall include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Memorandum of Understanding.
- b. The remedy or correction requested of the City.
- c. The grievance form shall be signed by the grieving employee or Union representative, the date and time of presentation affixed thereto, and signed as received by the Department Head or designee.
- d. The Department Head or his/her designee shall give his/her answer to the grievance in writing within fifteen (15) working days from the time he/she receives the grievance in writing. This first step answer shall include the following:
  1. A complete statement of the City's position and the facts upon which it is based.
  2. The remedy or correction which has been offered, if any.

#### **35.5 Formal Grievance - Step Two**

If the grievance is not resolved at Step One, the aggrieved employee or Union may appeal to the City Manager or his/her designee. Appeals to the City Manager shall be made in writing and directed to the Human Resources Director within ten (10) working days of receipt of the Department Head's response. The Human Resources Director shall convene a meeting with the City Manager or designee and the employee and/or Union within ten (10) working days of receipt of the appeal.

The City Manager or designee shall render his/her findings and decision (if any) to the parties within ten (10) working days of its meeting.

#### **35.6 Arbitration - Step Three**

If the grievant is not satisfied with the decision rendered pursuant to Step Two, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the Human Resources Director by the Union within ten (10) working days from the date of the Second Step answer.

- a. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.



- b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State of California Conciliation and Mediation Service for a list of seven (7) qualified arbitrators residing within the State of California. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.
  1. It is understood that the arbitrator will only interpret this Memorandum and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and the worker.
  2. All fees of the arbitrator and the court reporter, if any, will be borne equally by the Union and the City.
  3. The parties may agree to waive submission of briefs and the use of a court reporter.

### **35.7 Time**

The time limitations set forth in the Article are of the essence. The term "working day(s)" shall mean days on which City Hall is open for business. No grievance shall be accepted unless it is timely filed and no appeal may be considered unless it is timely taken.

For purposes of this Article, the time limitations applicable to the employee shall be the same time limitations regulating the Union and the information attributable to the individual employee shall be attributable to the Union. If the grievance is not timely filed, it shall be deemed waived. If an appeal is not timely taken, the grievance shall be deemed to be settled in accordance with the City's decision at the step prior to the untimely appeal.

If the City fails to answer the grievance within the prescribed time limits, the grievance shall automatically proceed to the next step (either the City Manager or Arbitration as appropriate); provided, however, that in no event shall the grievance be deemed to be upheld by the City's failure to act timely.

### **35.8 General**

- a. Either party to this Memorandum shall, upon receipt of a written grievance, have the right reject such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- b. A Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievances procedure.
- c. Time limits set forth within this Article may be extended upon mutual agreement of the affected parties where the agreement is made before the expiration of the timeline.

- d. Employees may be represented by a Union representative at all levels of the grievance process. Copies of all written grievance documentation will be provided to the Union and the representing steward.
- e. The parties may mutually agree to use the services of a mediator through the State Mediation and Conciliation Service at Step 1 or Step 2 of this procedure. In the event that Mediation does not result in a settlement of the Grievance, the aggrieved party may appeal the grievance to the next level of the Grievance Procedure. The appeal to the next step must be given in writing to the Human Resources Director by the Union within ten (10) working days from the date of the Mediation.

### **35.9 Exclusions**

The following matters are specifically excluded from consideration under the grievance procedure:

- a. Determination and application of the procedures, qualifications, and standards of employment;
- b. Budget and capital expenditures;
- c. Items subject to meet and confer;
- d. Performance evaluations;
- e. Letters of Reprimand (are limited to appeal to Second Step – City Manager or designee. The decision of the City Manager/designee is final.); and
- f. Items that are expressly designated in this MOU as not subject to grievance.

At times, the City agrees to permit an additional steward in training to attend grievance meetings as orientation to the Grievance Process. Copies of all written grievance documentation will be provided to the Association and the representing steward.

## **36.0 DISCIPLINARY PROCEDURE AND PERSONNEL BOARD PROCESS**

### **36.1 Disciplinary Action Definition**

The term "disciplinary action" shall include the following actions which may be taken by a Department Head (or designee, not below a Division Manager, where the Department Head's absence is extensive and action is required):

- a. Suspension without pay up to thirty (30) calendar days;
- b. In-grade salary reduction;
- c. Demotion; or
- d. Dismissal.

### **36.2 Weingarten Rights (Right to have Union Representation in an Investigatory Meeting)**

A worker shall be entitled to a representative of his/her choice, so long as that representative is

available within a reasonable time, at an investigative interview or meeting that the worker reasonably believes may result in discipline.

### **36.3 Disciplinary Action**

#### **36.3.1 Notice of Proposed Discipline**

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

Such written notification shall include:

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

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

#### **36.3.2 Notice of Disciplinary Action**

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

Such written notification shall include:

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

- e. A statement advising the worker that the written notice is to be placed in his/her official personnel file and that said worker has a right to appeal to the Personnel Board.

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

## **36.4 Appeals**

### **36.4.1 Time for Appeal**

Any worker against whom disciplinary action is taken shall have the right to appeal from such disciplinary action; provided, however, that the worker must deliver a written notice of appeal to the Human Resources Department within ten (10) working days of the date that the written notice of disciplinary action was served upon the worker. In the event worker fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the worker shall have no further right to appeal.

### **36.4.2 Notice of Appeal - Contents**

The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:

- a. Name and address of the worker;
- b. The date of the disciplinary action and a statement of the effect that the worker appeals from the disciplinary action; and
- c. The notice of appeal shall be dated and signed by the worker or by his representative.

### **36.4.3 Setting Hearing Date**

When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Human Resources Director shall schedule the matter for hearing at the next available regular meeting of the Personnel Board at least fifteen (15) days after receipt of the notice of appeal.

### **36.4.4 Findings and Conclusions**

The Personnel Board shall render written findings and recommendations and final decisions concerning the appeal following the hearing and within ten (10) days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

## **37.0 WASTEWATER TREATMENT PLANT OPERATIONS**

### **37.1 Work Schedule at Wastewater Treatment Plant: Operator Series**

The City will make every reasonable effort to see that operators at the Wastewater Treatment Plant get every other weekend off.

The City and SEIU agree to a twelve (12)-hour work schedule for the classifications of Water Quality Plant Operators I, II and III and Water Plant Operators in Training (hereinafter Operators) at the City Wastewater Treatment Plant.

### **37.1.1 Hours**

- a. **Day Shift Operators:**  
6:00 a.m. to 6:00 p.m.
  
- b. **Night Shift Operators:**  
6:00 p.m. to 6:00 a.m.

### **37.2 Operator Eight (8)-Hour Work Days**

Operators on each shift will select an eight (8)-hour workday according to their Plant seniority, the Operator with the highest seniority having first choice. No two Operators on a shift will have the same eight (8)-hour day. Note: Shift Supervisors will be included in the selection process.

### **37.3 Call Back**

If the City is unable to give twenty-four (24) hour prior verbal notice to any Operator whose work schedule is changed due to an unforeseen schedule change, the City will pay that Operator time and one-half (1.5) overtime pay for the call back hours worked.

### **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 for each hour actually worked. Effective July 7, 2013, shift differential will be increased to \$1.80 for each hour actually worked.

### **37.5 Work Week at Wastewater Treatment Plant**

The terms of this provision comply with the Fair Labor Standards Act. The following workweeks are established for the Operators:

- a. Shifts A & C (Day Shifts):  
Workweek begins on Saturday at 2:00 p.m. and ends on the following Saturday at 1:59 p.m.
  
- b. Shifts B & D (Night Shifts):  
Workweek begins on Saturday at 2:00 a.m. and ends on the following Saturday at 1:59 a.m.

### **37.6 Sick Leave**

Operators will be charged on an hours-used, hours-charged basis for sick leave. For example, if an Operator is sick for a twelve (12)-hour work day, those twelve (12) hours will be deducted from his/her sick leave or annual leave balance; if an Operator is sick for an eight (8)-hour work day, those eight (8) hours will be deducted from his/her sick leave or annual leave balance.

### **37.7 Earned Time and Vacation**

Operators will be charged on an hours-used, hours-charged basis for earned time or vacation. For example, if an Operator takes an eight (8)-hour day off, eight (8) hours will be deducted from his/her earned time or vacation balance; if an operator takes a twelve (12)-hour day off, twelve (12) hours will be deducted from his/her earned time or vacation balance.

Requests for vacation, holiday time, or E-time will be submitted no less than forty-eight (48) hours in advance of the requested time off so that relief coverage can be obtained.

### **37.8 Shift Assignment and Rotation**

#### **37.8.1 Assignment**

Water Quality Plant Operators will be allowed to bid for shift based upon the same rules that now apply to preferred shifts under the MOU. In making assignments, Plant Management will consider the following non-prioritized factors: seniority; balanced shifts; ability to function on chosen shift; and plant operations and facility needs.

#### **37.8.2 Rotation**

After the completion of four (4) months, any Operator on a night shift may rotate to a day shift or may request to stay on a night shift upon written request to the Plant Manager. If a night shift Operator requests to rotate to a day shift, and no day shift Operator having the same workdays volunteers to rotate to night shift, the Operator with the least seniority will rotate to the night shift. For purposes of this paragraph, "seniority" means time in a Merit System Operator position at the City Wastewater Treatment Plant.

Each shift rotation will be for four (4) months. Six (6) to eight (8) weeks prior to the next scheduled Operator rotation, Operators will be issued an Operator Shift Request Form. The Operator will return the completed shift request form to the Plant Operations Superintendent within seven (7) days from the date of issue. Operators will be assigned to a shift based on their request, seniority, balanced shifts and their ability to function on the chosen shift.

#### **37.8.3 Operator III Shift Rotation**

All Operator III's will rotate shifts every four (4) months. Shift rotation will be for a period of four (4) months. For purposes of this paragraph, "seniority" means the total time working in an Operator capacity at the San Mateo Wastewater Treatment Plant.

If mutually agreed upon between affected Grade III's and upon approval by the WWTP Manager, Grade III's can agree to stay in their respective shift schedule. Rotation should continue to be reviewed every four (4) months.

#### **37.9.1 Involuntary Shift Assignment**

Operators who have had problems functioning on their chosen shift can be assigned to other shifts at the discretion of Plant Management. Problems functioning on a chosen shift include, but are not limited to, unsatisfactory attendance, excessive tardiness or absenteeism, or sleeping on duty. A worker who is not satisfied with a change in shift assignment may submit an appeal to the Department Head within ten (10) days from receipt of notification of shift change. The Department Head shall review the issues contained in the appeal and determine whether the shift change is justified and appropriate. The Department Head shall notify the worker in writing of the results of

his/her review within ten (10) working days of receipt of the appeal. The Department Head's decision is final and binding. The worker will assume duties on the changed shift pending Department Head review.

### **37.9.2 Meet and Confer**

Prior to any shift change under Section 38.1.1 above, Plant Management will meet with the Union to discuss the reasons for and the effects of the proposed change on the bargaining unit and plant operations and attempt to reach mutual agreement on the implementation of the proposed change.

### **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) calendar days notice will be provided of a proposed shift change.

### **37.10 Holidays**

Holidays at Wastewater Treatment Plant

- a. For Wastewater Treatment Operators the actual holiday is recognized.
- b. When a holiday falls on an Operator's regularly scheduled day off, the Operator will receive eight (8) hours of holiday time in his/her holiday balance.
- c. When an Operator is granted twelve (12) hours of time off on a holiday that he/she is scheduled to work twelve (12) hours, the Operator will be charged eight (8) hours for that holiday plus four hours from available leave balance.
- d. An Operator required to work a twelve (12) hour shift on a holiday will receive eight (8) hours of holiday credit and four (4) hours of regular pay. At the Operator's option, the eight (8) hour holiday credit may be either added to the Operator's holiday balance or taken in cash.
- e. An Operator required to work an eight (8) hour shift on a holiday will receive holiday pay as provided in the MOU.

### **37.11 Waste Water Treatment Plant Operator Certification Pay**

Certification Pay shall be implemented first pay period after adoption of this Agreement as follows:

To be eligible for certification incentive pay, Waste Water Treatment Plant Operator Personnel must successfully attain certification in a grade higher than required in the employee's job specification. To continue to receive the differential, the operator must remain in good standing with the governing authority, including continuing education requirements. The employee may be required to submit yearly proof of certification. The failure of an individual to obtain the required training or maintain the certification shall terminate the incentive pay. The incentive is paid as follows:

Operator II holding Grade III Operator certification = \$300 per month (\$1.73 per hour)

Operator II holding Grade IV Operator certification = \$450 per month (\$2.57 per hour)

Operator II holding Grade V Operator certification = \$600 per month (\$3.46 per hour)  
Operator III holding Grade IV Operator certification = \$325 per month (\$1.875 per hour)  
Operator III holding Grade V Operator certification = \$500 per month (\$2.88 per hour)

### **37.12 Plant Mechanic Work Schedule**

The City and SEIU agree to maintain a flexible work schedule that meets the operational needs of the Department.

#### **37.12.1 Sick Leave**

Workers subject to this subsection will be charged on an hours-used, hours-charged basis for sick leave. For example, if a Plant Mechanic is sick for a nine (9) hour work day, those nine (9) hours will be deducted from his/her sick leave or annual leave balance; if a Plant Mechanic is sick for a four (4) hour work day, those four (4) hours will be deducted from his/her sick leave or annual leave balance.

#### **37.12.2 Earned Time and Vacation**

Workers will be charged on an hours-used, hours-charged basis for earned time or vacation. For example, if a Plant Mechanic subject to this subsection takes a nine (9) hour day off, nine (9) hours will be deducted from his/her earned time or vacation balance; if a Plant Mechanic subject to this subsection takes a four (4) hour day off, four (4) hours will be deducted from his/her earned time or vacation balance.

#### **37.12.3 Holidays**

Workers entitled to a holiday on a work day other than a Friday pursuant to Section 17.1 or 17.2 of this MOU. shall receive a normal eight (8) hours of holiday time in his/her holiday balance and shall work from 6:30 a.m. to 11:30 a.m. on the Friday of the work week during which the holiday occurs unless that Friday is also a City holiday. When a worker is entitled to a holiday on a Friday pursuant to Section 18.1 or 18.2 of this MOU, the worker subject to this subsection shall receive a normal eight (8) hours of holiday time in his/her holiday balance for the Friday holiday and for any other work day during that week from 6:30 a.m. to 3:00 p.m. on each of the work days of that week that are not City holidays.

#### **37.12.4 Holiday Exception**

One Plant Mechanic III may elect to work the work day and work week specified in Section 7.1, subject to the other provisions of Section 7, except Section 40. Upon application of more than one Plant Mechanic III to elect an alternative schedule, Plant Management shall determine the one Plant Mechanic III to be assigned solely on the basis of seniority in the number of months worked with the City.

## **38.0 FLEXIBLE STAFFING**

**Definition:** Flexible staffing reflects a situation where two levels of a specialization exist: entry level and journey level. These positions are most often a I and II series or possibly an “assistant” and “associate” level. For a worker to progress from the entry level to the journey level, he/she must meet a specified level of expertise or a length of time and expertise as described by the relevant job description to be promoted to the “journey” level. No testing process is necessary.



Many of these series classifications also have a “III” or “senior” level. However to progress to this higher level a worker must complete the application and recruitment process.

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

- Landscape Maintenance Worker I
- Landscape Maintenance Worker II

- Maintenance Worker I
- Maintenance Worker II

- Water Quality Plant Operator I
- Water Quality Plant Operator II

- Plant Mechanic I
- Plant Mechanic II

- Pump Station Mechanic I
- Pump Station Mechanic II

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

### **39.0 CONTRACTING OUT**

The City shall retain the right and obligation to maintain day to day services and operations through the retention of outside contractors on a temporary or ongoing basis. However, the City will provide formal notice to the Union and provide the opportunity to meet and confer no less than ninety (90) days prior to any final decision (award of contract) to contract out work which results in the displacement of workers covered by this Memorandum of Understanding or when such contracting out is the result of the elimination of one or more bargaining unit positions.

In such instances where displacement of employees or elimination of vacant positions is not contemplated by the City, the City will provide a minimum of thirty (30) calendar days notice to the Union of any new contract with a value of \$50,000 or more to be considered by the City Manager or City Council which provides for an outside contractor to perform work that traditionally has been provided by members of the bargaining unit.

The Union shall be given the opportunity to meet with the City and discuss the decision to contract out, and meet and confer on the effect of contracting out on its members. The Union may suggest alternate ways services can be continued to be provided by the City's own workers.

When contracting out would result in the reduction of authorized positions covered by this contract, the City shall make every effort to place the affected workers in other City functions and reduce personnel through attrition.

In addition and upon request, the Union agrees to meet and confer with City departments to discuss ways to improve the quality and efficiency of City services.

#### **40.0 MISCELLANEOUS PROVISIONS**

##### **40.1 Mileage Allowance**

City workers who use their private vehicles for official business shall be compensated at the IRS rate. The City may not require a worker to use his/her personal vehicle for City business.

##### **40.2 License Fees**

The City shall pay all fees related to all certificates and licenses required in connection with City employment. This does not include basic (Class C) driver's licenses.

##### **40.3 Medical Examinations**

Any worker who, after employment, is required by the City to submit to a medical examination and disagrees with the findings of the physician, may have a review of his/her case through the grievance procedure.

##### **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.

#### **41.0 NO STRIKES / NO LOCKOUTS**

During the term of this Agreement, the City agrees that it will not lock out workers and the Union agrees that it will not engage in any strike growing out of any dispute relating to the terms of this Agreement. Observance of a legal primary picket line of a labor organization, sanctioned by the San Mateo County Central Labor Council or the San Mateo County Building and Construction Trades Council, shall not be considered a violation of this Article.

#### **42.0 CONFORMITY WITH THE LAW**

The Union and the City intend and desire this MOU to conform to all applicable state and federal laws during the entire period it is in effect. In the event that the law changes during the period of

this MOU and there are provisions of the MOU which no longer conform to the new law, the City will implement the new law on its effective date with respect to the non-conforming provisions only.

#### **43.0 TERMINATION OF AGREEMENT**

This Agreement shall terminate as of 11:59 p.m., March 12, 2016.

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.

SIGNATURE PAGE

SEIU LOCAL 521


  
\_\_\_\_\_  
Lee Alvis, SEIU Local 521


  
\_\_\_\_\_  
Miesha Brown, SEIU Local 521

  
\_\_\_\_\_  
Rob Learmonth

  
\_\_\_\_\_  
Bill Cramer

  
\_\_\_\_\_  
John DiMatteo


  
\_\_\_\_\_  
Tom Egan


  
\_\_\_\_\_  
Elga Perez-Rubio

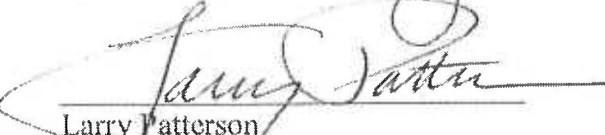
  
\_\_\_\_\_  
Paul Smith

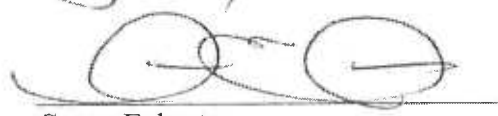
  
\_\_\_\_\_  
Richard Woo

CITY OF SAN MATEO

  
\_\_\_\_\_  
Susan Loftus

  
\_\_\_\_\_  
Diana Doughtie

  
\_\_\_\_\_  
Larry Patterson

  
\_\_\_\_\_  
Casey Echarte

Date: 8/30/12

**EXHIBIT A**  
**CLASSIFICATIONS IN SEIU MAINTENANCE UNIT**  
**MARCH 2012**

	Pump Station Mechanic I
Custodian	Pump Station Mechanic II
Facility Maintenance Worker	Sr Parks & Landscape Maintenance Worker
Irrigation Specialist	Sewer Maintenance Leadworker
Japanese Garden Curator	Sr. Facilities Maintenance Worker
Landscape Maintenance Worker I	Sr. Traffic & Light Technician
Landscape Maintenance Worker II	Storekeeper
Light Equipment Mechanic	Street Maintenance Leadworker
Maintenance Carpenter	Sweeper Operator
Maintenance Electrician	Traffic & Light Technician
Maintenance Painter	Traffic Safety Maintenance Worker
Maintenance Plumber	Tree Maintenance Specialist
Maintenance Worker I	Tree Trimmer
Maintenance Worker II	Tree Trimmer Leadworker
Parks & Landscape Maintenance Coord.	WQP Operator-in-Training
Plant Mechanic I	WQP Operator I
Plant Mechanic II	WQP Operator II
Plant Mechanic III	WQP Operator III

## EXHIBIT B

### BENEFIT SUMMARY SHEET: SEIU MAINTENANCE UNIT 2012-2016

The following list summarizes various benefit programs in effect for members of the SEIU Maintenance Unit:

Health	City Contribution \$160.00 month.
Pool Money	Employees hired prior to 7/1/06: City provides amount up to the maximum cost of the Kaiser family plan, with optional pool money as taxable income for employees who waive coverage or elect single coverage. See MOU for pool cash reductions and premium cost sharing starting in January 2013.  Employees hired 7/1/06 or after: Depending on employee's insurance election, the City provides up to the cost of the Kaiser family plan. Employees waiving health coverage receive \$100 per month as taxable income. See MOU for premium cost sharing starting in January 2013.
Dental Insurance	Fully City paid. Basic plan provides 100/80/80 coverage and has a \$3,000 annual maximum payment.
Vision Insurance	Fully City paid Vision coverage – Eligible employee and covered dependents with a \$25.00 deductible.
Employee Assistance	Confidential counseling services; cost is City-paid.
Life Insurance	Fully City paid \$50,000 life coverage; \$10,000 accidental death and dismemberment.
Supplemental Life	Employees can purchase additional life insurance.
Long Term Disability	Full salary insured at 66 2/3%. Details in plan brochure.
Retirement Program	2% at 55 with one (1) year final comp. New hires: 2% at 55 with average of 36 months final comp. See MOU for employee pickup of employee pension costs.
Social Security	Paid equally by Employee and City.
Holidays	13 per year. See MOU for details.
Vacation	See MOU.
Sick Leave	12 days per year earned, unlimited accumulation; see MOU for specifics regarding use, extended sick leave, and family sick leave.

The above listing summarizes various benefit programs provided to members of the SEIU Maintenance Unit as of March 2012. The list is not inclusive and employees should refer to the MOU and/or contact Human Resources at x7260 if they have specific questions about benefits and/or benefit programs.

City of San Mateo  
Human Resources Department

**Side Letter of Agreement**  
Between City of San Mateo  
And SEIU 521 Maintenance Unit

Annual Leave Program

Enrollment in the Annual Leave Program was closed on March 18, 2012. Employees who were enrolled as of March 17, 2012 may each choose remain in the Annual Leave Program while they remain employed in a classification covered by this MOU. Alternatively, they may each make an irrevocable election to leave the Annual Leave Program. No other employee in a classification covered by this MOU is eligible to participate in the Annual Leave Program.

**Accrual**

Paid Leave benefits under the Annual Leave Program are as follows:

<u>Yrs. of Service</u>	<u>Pd. Leave Days</u>	<u>Biweekly Hourly Accrual</u>
0.5 - 3 years	17	5.23 hrs. biweekly
4-9 years	22	6.77 hrs. biweekly
10 <sup>th</sup> year	23	7.08 hrs. biweekly
11th year	24	7.38 hrs. biweekly
12 years	26	8.00 hrs. biweekly
13-23 years	28.5	8.77 hrs. biweekly
24 years and beyond	31	9.54 hrs. biweekly

Annual leave credits may be accumulated to a total of 450 hours. Vacation and sick leave credits shall not accrue to workers participating in the Annual Leave Program.

**Conversion of Sick Leave and Vacation Hours**

Any balance of sick leave hours existing at the time the worker converted to the Annual Leave Program are retained by the worker as sick leave only. Sick leave hours shall be used or paid in accordance with the Memorandum of Understanding.

Any balance of vacation hours existing at the time that the worker converted to the Annual Leave Program shall be added to annual leave. Said hours shall be subject to the conditions outlined herein for annual leave usage.

**Usage**

Annual leave may be used for worker illness and family leave purposes, with the approval of the Department Head. Annual leave may be used for vacation or other personal reasons at the convenience of the Department with the approval of the Department Head. Annual leave may be taken in increments of one (1) hour.

Workers shall be paid for all accrued annual leave credits upon separation from City service.

**Transfer Out of Annual Leave Program**

Upon transfer from the Annual Leave Program to the sick leave/vacation program, annual leave credits become part of vacation leave only.

**Sick Leave Payment Upon Retirement**

The limit for payment for unused accumulated sick leave for employees participating in the Annual Leave Program upon service retirement shall be one hundred fifty (150) days at fifty percent (50%) of the total number of days accumulated; i.e., a maximum of seventy-five (75) days. Upon leaving the Annual Leave Program, the worker's accumulated sick leave entitlement for payment at retirement would be reduced from one hundred fifty (150) to one hundred twenty (120) days and paid at fifty percent (50%) of the total number of days accumulated; i.e., a maximum of sixty (60) days.

**Annual Leave Advance**

The City shall approve an annual leave advance for vacation purposes to a worker if requested by the worker seven (7) days before the date the payment is to be made. The amount shall be eighty-five percent (85%) of the previous net paycheck.

**Proportionate Annual Leave**

A merit system worker who works part-time shall accrue annual leave at a proportionate rate of full-time credit.

**Sick Leave - Doctor's Certificate Requirement**

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

The doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Department Head, evidence exists that sick leave has been misused and a prior warning has been given to the worker regarding the abuse of sick leave.

**Extended Annual Leave for Illness**

After one (1) year of continuous merit system service, workers who have exhausted their earned annual leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head, review by the Human Resources Director, and approval of the Personnel Officer. After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and the Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the worker's future annual leave accumulation during this period of extended annual leave.

Date: 8/30/12

For the SEIU:



For the City:





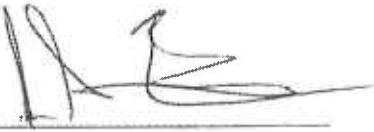
**Side Letter of Agreement**  
Between City of San Mateo and SEIU 521 Maintenance Unit

**Recruitment and Retention**

At the request of SEIU 521, in March 2015, the parties will meet and discuss recruitment and retention concerns, regarding all classifications covered under the current Maintenance Unit Memorandum of Understanding. The parties will review comparable wage and benefits offered in surrounding Cities, as listed in the MOU, and discuss options for addressing concerns.

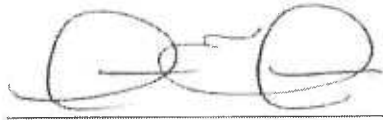
Date: 8/30/12

For the SEIU:



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For the City:



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**Side Letter of Agreement**  
Between City of San Mateo and SEIU 521 Maintenance Unit

**Contracting**

The City of San Mateo and SEIU Local 521 agree:

- At SEIU's request, meetings will be held between the Union, SEIU Maintenance Unit employees in the Public Works department, and the Director of Public Works;
- Meetings would be triggered by the Union/employee identification of specific contracts or services currently being performed by outside entities that they want analyzed for the feasibility and costing of City employees performing the work, including but not limited to, performing outside regularly scheduled shifts, nights and weekends;
- This shall be limited to four (4) meetings per year, unless there is a mutual agreement for additional meetings;
- The first meeting will occur within four weeks after ratification and adoption of the Memorandum of Understanding.

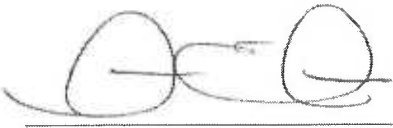
Date: 8/30/12

For the SEIU:



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For the City:



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**Side Letter of Agreement**  
Between City of San Mateo and SEIU 521 Maintenance Unit

**Plant Mechanic Classification**

At the request of the Union, the Director of Public Works and SEIU Local 521 will meet by May 1, 2012 to discuss future plans and opportunities for the classifications of Plant Mechanic I/II and Plant Mechanic III.

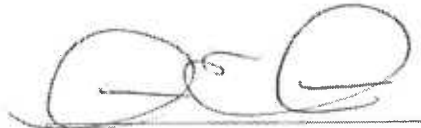
Date: 8/30/12

For the SEIU:



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For the City:



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