



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office/Human Resources

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City Manager Approval:  _____

TOPIC: MEMORANDUM OF UNDERSTANDING WITH THE SAN RAFAEL MID-MANAGEMENT EMPLOYEE ASSOCIATION (SRMMEA)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR THE SAN RAFAEL MID-MANAGEMENT EMPLOYEE ASSOCIATION (JULY 1, 2024, THROUGH JUNE 30, 2027)

RECOMMENDATION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Mid-Management Employee Association (SRMMEA) beginning July 1, 2024, and ending June 30, 2027.

BACKGROUND:

The San Rafael Mid-Management Employee Association (SRMMEA) represents 36 FTE employees in various City departments. The SRMMEA was organized in November 2023. Prior to forming the SRMMEA, all mid-management employees in the City of San Rafael were unrepresented. Wages, benefits and working conditions were established through a City Council salary resolution. The current resolution, [Resolution No. 14955](#) expires on June 30, 2024; however, with the establishment of the SRMMEA bargaining group, their wages, benefits and working conditions will be specified in a memorandum of understanding (MOU). Representatives of the City and SRMMEA have met in good faith and worked diligently to negotiate the terms of an MOU. The City and SRMMEA signed a total package tentative agreement for a three-year successor MOU effective July 1, 2024, and SRMMEA membership ratified the proposal on June 17, 2024.

The City’s negotiations were informed by the following:

- Fiscal Sustainability and Predictability
 - Revenue Assumptions
 - Expenditure Assumptions
 - Inflation and recession predictions

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Three-year MOUs
- Recruitment and Retention of Employees
 - Vacancy and Attrition Rates
 - Hard to fill job classifications
- Compensation of Comparable Agencies
- Internal Equity and Compaction

ANALYSIS:

The following section summarizes the terms and significant economic items in the MOU between the City and SRMMEA. In addition to the economic items, some operational items were addressed in the final agreement.

1. **Term of the Agreement:** July 1, 2024, through June 30, 2027

2. **General Wage Increase (Article 3.1.2):** All classifications in the bargaining group will receive a 3.0% cost of living increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
 - a. Year 1: A 3.0% cost of living increase and up to a 4.0% equity adjustment (dependent upon position) for a total increase of 3.0% to 7.0%
 - b. Year 2: A 3.0% cost of living increase and up to a 4.0% equity adjustment (dependent upon position) for a total increase of 3.0% to 7.0%
 - c. Year 3: A 3.0% cost of living increase and up to a 4.0% equity adjustment (dependent upon position) for a total increase of 3.0% to 7.0%

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position.

3. **Full Flex Cafeteria Plan (Article 4.1.1):** To address rising healthcare costs and improve the City’s ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly Flex Dollar Allowance as noted below:

Health Tier	Current	Increase	Effective Dec 2024
Employee Only	\$ 735.86	\$ 214.14	\$ 950.00
Employee +1 dependent	\$ 1,471.71	\$ 428.29	\$ 1,900.00
Employee + Family	\$ 1,913.24	\$ 486.76	\$ 2,400.00

For the term of this MOU, on December 15, 2025, and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and represented employees will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer’s contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

4. **Out of Class Compensation (Article 3.4.1):** Establishes “out of class” compensation for employees working in a higher job classification for ten (10) or more days. Employees would receive a five percent (5%) increase in wages for taking on the other duties. If the assignment goes beyond four (4) weeks, the employee shall be compensated at a step within the salary range for the classification that is “greater than 5% of the employee’s base pay.”
5. **Bilingual Pay (Article 3.4.2):** Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250 monthly.
6. **Uniform Pay (Article 3.4.3):** Increases the uniform pay for those employees required to wear a uniform from \$445 to \$545 per year.
7. **Life Insurance (Article 4.5):** Increases life insurance coverage benefits from \$150,000 to \$300,000.
8. **Deferred Compensation (Article 4.10):** The City will contribute 1.06% of an employee’s annual pensionable compensation to a deferred compensation account on the employee’s behalf.
9. **Severance: (Article 7.3.1):** The severance amount is tied to years of service up to a maximum of 6 months’ severance pay. Severance pay is contingent upon an employee’s release of claims against the City and only applies for terminations that are “not for cause.”
10. **Non-Economic Items:** In addition to the items discussed above, an agreement was reached on other proposals, that will result in no additional cost. A brief overview of these negotiated MOU sections includes:
 - Terms and Conditions of Employment (Article 6): Reached mutual agreement on topics including, but not limited to, hours of work, furloughs, transfer and reassignment, use of City vehicles, personnel files and records, and labor management meetings.
 - Layoffs (Article 7): Set procedures relating to a reduction in force (“layoff”).
 - Grievances (Article 7.2): Established grievance procedures.
 - Employee Separation and Discipline: These topics were addressed in Articles 7.3 and 7.4 respectively. SRMMEA employees remain at-will employees of the City. Procedures for employee separation (i.e. termination) and discipline are defined in their respective articles.
 - Contributions to Retiree Health Savings Account (Article 4.1.2): Changed the voluntary employee contribution from 50 hours to 80 hours of sick time.
 - Wellness Benefit (Article 4.11): Broadens use of the exiting benefit to include reimbursement for health and wellness expenses such as wellness counseling, physical therapy, and smoking cessation programs.
 - Holidays – Days Observed (Article 5.3.1): Recognizes Juneteenth as a City holiday.
 - Paid Parental Leave (Article 5.4.1): Provides 300 hours of paid parent leave for employees following the birth or adoption of a child.
 - End of Life Care Leave (Article 5.4.2): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life.
 - Bereavement Leave (Article 5.4.3): Updated existing bereavement language to comply with changes in state law.

FISCAL IMPACT:

The current total annual salary and benefit cost for the 36 FTE employees of SRMMEA is \$7,844,973. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	Incremental FY 2024-25	Incremental FY 2025-26	Incremental FY 2026-27
Wages:			
Salary	\$262,123	\$239,027	\$232,096
Other Costs:			
Pension*	\$106,563	\$103,038	\$100,081
Taxes (Medicare, WC)	\$9,234	\$8,367	\$8,140
Benefits	<u>\$227,109</u>	<u>\$42,020</u>	<u>\$43,932</u>
Total Annual Incremental Costs:	\$605,030	\$392,452	\$384,249
Total Over Term of Contract	\$1,815,090	\$784,904	\$384,249
			\$2,984,243

**This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*

Over the term of the agreement, the contract costs are \$2,984,243 for an effective date of July 1, 2024. The increase in compensation included in this resolution is being reflected in the City’s FY 2024-25 budget and updated budget projections.

OPTIONS:

The City Council has the following options to consider in this matter:

- Adopt the resolution
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Mid-Management Employee Association (SRMMEA) beginning July 1, 2024, and ending June 30, 2027.

ATTACHMENTS:

1. Resolution with attached MOU between the City of San Rafael and the San Rafael Mid-Management Employee Association (SRMMEA) for July 1, 2024, to June 30, 2027 (and all attachments)
2. [Resolution No. 14955](#)

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL MID-MANAGEMENT EMPLOYEE ASSOCIATION (SRMMEA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SRMMEA have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding (“MOU”) pertaining to the three-year period from July 1, 2024, through June 30, 2027, has been ratified by SRMMEA members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Mid-Management Employee Association (SRMMEA) shall utilize the MOU for the period beginning July 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRMMEA.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a special meeting of the City Council of the City of San Rafael, held on the 21st of June 2024, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL MID-MANAGEMENT EMPLOYEE ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

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Exhibit B	Represented Classifications
Exhibit C	COLA and Equity Adjustments

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
MID-MANAGEMENT EMPLOYEE ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The Mid-Management Employees Association (“Association”) and representatives of the City of San Rafael (“City”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached MOU on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2024, and ending June 30, 2027. When approved by the City Council at an open-session meeting, this MOU shall be binding upon the Association, the employees it represents, and the City.

1 GENERAL PROVISIONS

1.1 INTRODUCTION

1.1.1 Scope of MOU

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City and Association and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City of San Rafael Personnel Ordinance, Rules and Regulations and Administrative Procedures.

1.1.2 Term of MOU

This MOU shall be in effect from July 1, 2024 through June 30, 2027.

1.2 RECOGNITION

1.2.1 Bargaining Unit

The City hereby recognizes the Association as the bargaining representative for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment, for all employees within the Mid Management Employee Association Unit (as referenced in Exhibit B attached). For all new mid-management classifications that the City creates after the adoption of this MOU, the City shall notify the Association of the new classification and either place the classification in the unit or provide an explanation as to why the City believes the Mid Management Employee Association unit is not the proper unit placement. This includes any temporary or fixed term employees in accordance with AB 1484. The composition of the unit may also be appropriately modified in accordance with Employer-Employee Relations Resolution 12189.

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, City shall notify such person that the Association is the recognized bargaining representative for employees in that classification.

1.3 NON-DISCRIMINATION

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of a legally protected status, including race, color, age, religion, ancestry, national origin, sex, sexual orientation, perceived sexual orientation, marital status, transgender status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

Any employee alleging such discrimination should use the internal, administrative process explained in the City's Policy Against Harassment, Discrimination and Retaliation to report the situation. This administrative procedure shall be used as the internal complaint procedure and not the grievance procedure outlined in this MOU.

1.3.2 Association Discrimination

No member, official, or representative of the Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of Association.

1.4 MOU DISTRIBUTION

The City shall post an electronic copy of the MOU on the City website within 30 calendar days of final ratification. Any Side Letters to the MOU subsequent to the initial posting of the MOU shall also be posted on the City's website.

1.5 SENIORITY

Whenever seniority is used to determine a working condition (e.g., vacation accrual, vacation cap, severance pay, sick time pay out, etc.), it shall be determined by the employee's original start date with the City, regardless of original status (seasonal, fixed-term, etc.). This provision does not apply to layoffs under Section 7.1.4.

1.6 PEACEFUL PERFORMANCE

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services, therefore, for the duration of this MOU, and extending through the exhaustion of impasse procedures, the parties agree not to conduct strike or lockout activities. During the term of this MOU, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage or approve any strike, sympathy strike, or slowdown growing out of any dispute relating to the terms of this MOU. The parties will take whatever lawful steps are necessary to prevent any interruption of work in violation of this MOU

1.7 SEVERABILITY

If any article, paragraph or section of this MOU shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 EXISTING LAWS, REGULATIONS & POLICIES

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this MOU, shall remain in full force and effect throughout the term of this MOU.

1.9 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.9.1 Understanding

The parties jointly represent to the City Council that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2 Modification

Any agreement, alteration, understanding, variation, waiver, or modification of any of these terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved and implemented by the City Council.

2 MMBA

2.1 ASSOCIATION RIGHTS

2.1.1 Designation of Association Representatives

The Association shall, by written notice to the City Manager, designate no more than three (3) of its members as Association employee representatives without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation. Association representatives shall be permitted reasonable time for Association activities including grievance representation. In all cases, the representatives shall secure permission from their supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

The negotiating team for the Association, shall be comprised of no more than three (3) employees, and shall be permitted to attend negotiating sessions during their work hours with pay. There shall be no compensation for negotiations meetings held outside scheduled work hours of members of the bargaining team.

2.1.2 Bulletin Boards

Authorized representatives of the Association shall be allowed to post Association notices on specified bulletin boards maintained on City premises.

2.1.3 New Members

Whenever the City hires or promotes an employee into any classification covered by this MOU and represented by the Association, the City will inform the Association representatives and the employee, as soon as possible, of the terms and provisions of this MOU and notify the employee that it can review the MOU on the City's website. The City shall make available up to 30 minutes, at a mutually agreeable time, during the initial thirty (30) days of employment in that position for new employee orientation with one (1) representative from the Association, who shall be allowed to attend without loss of pay. The City and the Association intend that time (i.e., up to 30 minutes) will occur at the employee orientation, or as promptly as possible on or after the first day of employment, whenever possible. The City will provide reasonable advance notice to the Association of employee orientations conducted by the City. New employees shall be advised of the potential release of personal information, identified in Employee Information (Article 2.1.4), and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information to the Association.

2.1.4 Employee Information

The City shall provide the Association with the name, hire date, job title, department, work location, work phone number, work email address, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each new employee hired or promoted into the unit will be provided to the Association within 30 days of the hire or promotion date. The City shall provide this information regardless of whether the newly hired employee was previously employed by the City. An employee may request that the City refrain from disclosing their home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

The City shall deduct dues each pay period from the pay of all Association members. Such deductions shall be authorized in writing. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

The City shall rely on a certification from an Association representative requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall maintain individual employee authorizations and shall not be required to provide a copy of an individual authorizations to the City unless a dispute arises about the existence or terms of a particular authorization. The Association shall indemnify the City for any claims made by a bargaining unit member for deductions made in reliance on that certification.

2.2.2 Dues Collection during Separation from Employment

Dues shall not be collected during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation Unit. The term "separation" includes transfer out of the Unit, layoff, and leave without pay absences with a duration period of more than five (5) working days.

2.2.3 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer of the Association at the address specified. The Association shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check off of employee organization dues or service fees. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and excessively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence of facts which are the basis of the management decision;

3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (subject to bargaining in accordance with the MMBA) to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duties for lack of work or other legitimate reasons;
11. To establish and modify productivity and performance programs and standards
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees in accordance with this MOU and the City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Association agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said act, and/or Federal law, the City shall have the duty to meet and confer with the Association regarding the impact of its decision/exercise of rights.

2.4 COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than three (3) months before the expiration date of this MOU, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the Association through the submittal of a request to re-negotiate.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a payday, the payday will be transferred to the following day of regular business unless Finance is able to complete the payroll by the previous workday. The method of distributing the payroll shall be established by the Finance Director.

The City calculates 1,950 hours as the annual number of work hours per year (37.5 hours per work week times 52 weeks per year equals 1,950 hours). Each semi-monthly pay period is calculated at 81.25 hours (1,950 hours divided by 24 pay periods). The hourly rate of pay is calculated by multiplying the monthly rate of pay identified in Exhibit A times 12 months to equal the annual rate of pay, divided by 1,950 hours in a work year, to equal the hourly rate of pay.

The City will modify its pay scheduled to 26 pay periods effective when administratively feasible subject to addressing technical issues and reaching agreement with all bargaining groups.

3.1.2 General Wage Increase

The City shall provide the following salary and equity adjustment increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2024; or, on the first pay period after Council's approval - whichever occurs later in time as set forth in Exhibit C.

The parties also agree to reopen negotiations during the term of the MOU after January 1, 2025 unless a sooner date is mutually agreed upon to discuss reclassifications and/or equity adjustments for the following classifications: Data & Infrastructure Manager, Assistant Community Development Director, Deputy Building Official and Senior Project Manager.

The effective date of any compensation increases will be July 1, 2024 if the parties complete negotiations within 45 days of the City's initial presentation to the Association of the analysis on each classification. The effective date of any compensation decreases will follow completion of the negotiations on each classification.

3.1.3 Compensation Survey Agencies

When conducting total compensation surveys, the City will survey the following agencies:

Alameda, Fairfield, Hayward, Napa, Novato, San Leandro, Santa Rosa, South San Francisco, and Vallejo; Corte Madera, Larkspur, Marin County, Mill Valley, Novato, and San Anselmo.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions towards insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

3.1.4 Compensation Surveys

The City and the Association will jointly survey the identified benchmark positions, which are identified in Exhibit A and included as part of this MOU, in January of the final year of this Agreement.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in "Total Compensation." The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.1.5 Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps, and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.2 STEP INCREASES

3.2.1 Entry Level Step

All initial employment shall be at the first step of the salary range, provided that the Department Director may make an appointment to a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step. City Manager approval is required for entry level appointment above Step C for any position.

3.2.2 Annual Performance Evaluations and Step Increases

Employees shall receive an annual performance evaluation on or before their anniversary date. If the employee's performance evaluation is not delivered on or before their anniversary date, and the employee is eligible for a step increase, that step increase will become effective on their anniversary date. If there is a delay in processing the step increase, a retroactive pay adjustment will be processed back to their anniversary date.

Employees shall be eligible for step increases based on the following criteria:

- a. Satisfactory performance evaluations meeting or exceeding established performance standards;
- b. Completion of one year of continuous service with the city; and
- c. Compliance with all applicable workplace policies and regulations.

3.2.3 Temporary Merit Increases

Temporary merit performance increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance increase of five percent (5%) above and beyond their salary range. A merit increase may be effective for up to one (1) year. A merit increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 Anniversary Date

When an employee is promoted or reclassified to a new position, the first pay date at the new position shall constitute the employee's new anniversary date for purposes of the annual Performance Evaluation.

3.2.5 Promotions

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five {5%} increase (unless that would exceed the top step in the salary range).

3.3 SALARY CHANGE ON RECLASSIFICATION

If an occupied position is reclassified the incumbent shall be affected as outlined below:

3.3.1 To a Lower Classification

When a position is re-allocated to a lower classification, the incumbent is either:

1. Transferred to a vacant position in the former classification; or
2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 To a Different Classification with the Same Salary Range

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which they shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 To a Higher Classification

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary pay plan but shall be no less than the employee's current pay rate.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, they are assigned to the position vacated by the promotion.

3.4 SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS

3.4.1 Out of Class Compensation

Employees assigned in writing by their Department Director to perform additional duties of a higher paid classification shall be compensated at a rate not less than 5% greater than the employee's current base salary. Eligibility for out-of-class compensation requires a minimum assignment of ten (10) consecutive days.

The out-of-class pay becomes effective on the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater than 5% of the employee's base pay. The Department Director is required to complete a Personnel Action Report (PAR), to initiate out-of-class compensation.

3.4.2 *Bilingual Pay*

Within the job classifications represented by the Union provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition their Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

Employees who have been approved for the bilingual pay incentive and are required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action however removal of bilingual pay is appealable to the Human Resources Director. The determination of the Human Resources Director is not subject to any appeal/grievance procedure.

3.4.3 *Uniform Pay*

Unit members who are required to wear a uniform which is not provided by the City, shall receive an annual uniform allowance of \$545 per year, paid in two installments, in June and December.

3.4.4 *Management Allowance*

As of September 16, 2015, the Management Allowance of 4.54% was rolled into base pay for all Mid-Management employees.

4 BENEFITS

Health & Dental Insurance benefits are prorated for part-time employees in accordance with percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

4.1 HEALTH INSURANCE

4.1.1 Health Insurance for Active Employees

The City provides a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of July 1, 2024 shall be:

For employee only:	\$ 735.86
For employee and one dependent:	\$1,471.71
For employee and two or more dependents:	\$1,913.24

The monthly flex dollar allowance effective the paycheck of December 15, 2024 shall be:

For employee only:	\$ 950.00
For employee and one dependent:	\$1,900.00
For employee and two or more dependents:	\$2,400.00

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

Upon expiration of the MOU, the flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.

- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

4.1.2 Health Insurance for Retirees

Mid-Managers Hired Prior to April 1, 2007

The following sections do not apply to temporary or fixed term classifications.

a. **Mid-Managers who retired on or after December 1, 2001**, from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Mid-Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to receive upon retirement the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of active Mid-Manager employees. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Mid-Managers and their spouses or registered domestic partners the Medicare Part B standard premium amount as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Mid-Manager's life and that of the retired Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

Mid-Managers Hired On Or After April 1, 2007:

b. Mid-Managers who are hired on or after April 1, 2007, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired Mid-Manager's death.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

Mid-Manager Hired On Or After January 1, 2009

c. Mid-Managers who are hired on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 80 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

4.1.3 Health and Dependent Care Spending Accounts

City will offer as part of its Section 125 Plan, for as long as such a plan is desired by the Association and available pursuant to the IRS Code. The Flexible Spending Accounts offered by the City include:

- a. **Healthcare Spending Account:** Out-of-pocket medical expenses that qualify under the IRS Code up to the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. **Dependent Care Spending Account:** Dependent care expenses that qualify under the IRS Code up to the IRS Code Limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. **Premium Only Plan:** Employee's share of medical insurance premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. above. City shall have the authority to implement changes to

the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process; however, the City shall notify the Association of any changes as soon as practicable.

4.2 HEALTH INSURANCE PROVIDERS

The City shall have the option, after meeting and consulting with Association representatives, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

The City shall make available to employees, an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

4.4 VISION CARE PLAN

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

4.5 LIFE INSURANCE

The City shall provide a basic group life insurance plan in the amount of \$300,000 at no cost to the employee.

4.6 LONG TERM DISABILITY INSURANCE

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7500 (reduced by any deductible benefits).

4.7 RETIREMENT CONTRIBUTION

4.7.1 Employer Paid Member Contribution (EPMC)

Each Mid-Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Mid-Management employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

4.7.2 COLA

Mid-Managers participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

4.7.3 Retirement Plan

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Mid-Manager subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011, will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. The minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

4.7.4 Service Credit for Sick Leave (see section 5.1.5)

Mid-Managers who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive, and they elect to receive in compensation for at the time of retirement, pursuant to Section 5.1 of this Resolution). This provision will no longer be available to Mid-Managers hired after June 30, 2009.

4.8 STATE DISABILITY INSURANCE (SDI)

Employees will have the full premium cost for SDI coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan. It is incumbent upon the employee to keep the City advised of their medical status, within HIPAA guidelines, and eligibility for SDI. With this notification, SDI benefits, as determined by the State, shall be integrated with accrued sick and vacation leave in the following manner:

- a. Employee notifies supervisor of disability and need for time off. At the same time employee files for SDI through the State Office.
- b. Supervisor verifies from leave records the employee's accrual balances and projects whether or not employee would, under normal circumstances, be placed in a leave without pay status during the time off period.
- c. Personnel Action Report (PAR) is completed by the supervisor to document request and approval of extended leave.
- d. Human Resources Department, on receipt of the PAR, contacts employee and supervisor to discuss availability of coordination of SDI with leave benefits.
- e. Employee's time off is recorded as sick leave and if necessary then vacation leave on timecards submitted by the supervisor to the Payroll Office.
- f. Upon receipt of the SDI payments, the employee must endorse the payments over to the City of San Rafael to receive credit for leave taken.
- g. Based upon the employee's hourly rate of pay, the Payroll Office computes how much used sick and/or vacation leave time the employee will be credited and credits the employee with those hours. NOTE: The employee may not be credited more than accrued at or during the time of the disability.

- h. The Human Resources Department, after notification from Payroll, notifies the employee when they have used all accrued sick and/or vacation time and when leave without pay status (LWOP) begins. Once the employee is on LWOP they would keep any SDI payments received and would be fully responsible for the monthly health, dental and life insurance premiums if they chose to remain in the group plans. FMLA/CFRA provide an exception and are referenced under Section 5.4.8.

4.9 EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

4.10 DEFERRED COMPENSATION

The City will contribute one and six hundredths percent (1.06%) of base pay into a City-provided deferred compensation plan for each employee in the unit to be paid in installments on a pay period basis following agreement.

4.11 WELLNESS BENEFIT

Employees are eligible to receive up to \$16.50 per month reimbursement for all eligible health and wellness expenses as follows: preventative medical examinations (minus any amount paid by a private insurance plan), paid health or gym club memberships, licensed weight loss facility memberships, physical therapy sessions, smoking cessation programs, wellness counseling, acupuncture, or meditation programs. Such reimbursement shall be reported as taxable income to the employee.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations or as soon as the employee is aware of the need for the absence and no later than at the beginning of their daily duties.

If an employee has documented sick leave abuse, the employee may be placed on an attendance management plan. The employee shall be taken off an attendance management plan after twelve (12) months unless the pattern of sick leave abuse has continued.

5.1.2 Sick Leave Accrual

Full-time mid-managers shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount. The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 Use of Sick Leave

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness of the employee or illness within the immediate family (family member means an employee's spouse, registered domestic partner, child, including adopted child, a stepchild, or recognized natural child who lives with the employee in a regular

parent-child relationship, parent, including in-laws, and grandparent, or designated person), or for any physical incapacity of the employee resulting from causes beyond the employee's control; or

2. Medical appointments.

In recognition of Mid-Managers' exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Mid- Manager's sick leave accrual, unless the employee is absent for the full workday.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 Service Credit for Sick Leave (see section 4.7.4)

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement pursuant to Section 5.1.6 Compensation for Unused Portion (Sick Leave Payoff). Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of any accrued, unused sick leave for retirement purposes.

5.1.6 Compensation for Unused Portion

Mid-Managers who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Mid-Managers may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrual shall be prorated for those employees working less than full time.

5.2.2 Rate of Accrual

Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service.

Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service Leave</u>	<u>Accrual rate/yearly</u>
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1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period. Upon the City's modification of its pay schedule to 26 pay periods, the above accrual rates shall be adjusted to a pay period basis

In recognition of Mid-Managers' exempt status under F.LSA, time off for vacation leave purposes shall not be deducted from a Mid-Manager's vacation accrual unless the employee is absent for the full workday.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance Vacation leave to a Mid Manager; prior approval is required. No employee may accrue more than 250 Hours of vacation. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Mid-Managers who terminate their employment shall be paid a lump sum for all accrued vacation leave earned prior to the date of termination. Mid-Managers may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service.

The time at which an employee may use their accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with particular regard for the needs of the City but also, insofar as possible, considering the wishes of the employee.

The Maximum amount of vacation leave that may be taken at any given time shall be that amount that has accrued to the employee concerned, subject to the Department Director's approval. The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour (except that as permitted by law, the City shall authorize the use of vacation time in smaller increments to coordinate disability or workers compensation leaves with employee accrued paid time). Vacation leave granted by the City and used by an employee shall be deducted from the employee's vacation leave bank.

If one or more City holidays falls within an annual vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. Employees may request a temporary waiver of their vacation cap, should a work-related injury prevent use of vacation time. Such requests would need to be in writing, submitted through the department, and receive the approval of the Department Director and the City Manager.

5.3 HOLIDAYS

5.3.1 Paid Holidays

In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

All employees who are required to work on a day designated as an authorized holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. By written agreement between any employee who works in the Library or Parking Division and their supervisor, an employee directed to work the observed holiday can bank the holiday time to be scheduled as paid time off at a later date. Holidays will be lost if not used within the same fiscal year, and will not be cashed out at any time during employment or upon separation.

The following paid holidays will be observed:

January 1 st	New Year's Day
The third Monday in January	Martin Luther King Jr. Day
The third Monday in February	Washington's Birthday
March 31 st	Cesar Chavez Day
The last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

In addition to designated holidays, employees in this Unit receive one (1) floating holiday. Floating holidays not used are added to the employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVE

5.4.1 Paid Parental Leave

Eligibility:

Effective July 1, 2024, any full time or regular employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Benefit and Use:

1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12- month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. PPL shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.

Coordination of Benefits & Leaves:

- PPL taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to department approval.

An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

5.4.2 *End of Life Care Leave*

Eligibility:

Effective July 1, 2024, any full time or regular employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.
3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.

5.4.3 *Bereavement Leave*

In the event of the death of an employee's spouse, child, parent, sibling, registered domestic partner, grandchild, grandparent, in-laws, relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to five (5) days may be granted for bereavement leave for each death of a family member. The five days may be taken intermittently but must be used within three (3) months of the date of the family member's death.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave. Unit members may make a request to the Human Resources Director, or their designee, to use bereavement leave for a relative other than those listed above.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.4 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.5 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.6 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.7 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to their supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources department coordinates benefits for Worker's Compensation claims. For further information see the City's Workers' Compensation policy located on the website.

Employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Worker's Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments TD payments with salary continuation as follows: Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City.
- b. If none are available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.8 Family Medical Leave

Association members agree to adhere to the provisions of the City's Family Medical Leave Policy which is available on the City's website.

5.4.9 Catastrophic Leave

Catastrophic leave shall be in accordance with the City Catastrophic Leave Policy which is available on the City's website.

5.4.10 Absence Without Authorized Leave

An unauthorized absence of an employee for three consecutive workdays shall constitute grounds for termination.

5.4.11 Administrative Leave

Mid-Managers shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the Department Director and the City Manager. An additional three (3) days may be granted at the discretion and with approval of the department director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Mid-Manager upon their resignation. In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Mid-Manager's administrative leave accrual, unless the employee is absent for the full workday.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Mid-Managers shall be 7.5 hours per day.

6.2 TRANSFERS / REASSIGNMENTS

6.2.1 Types of Transfers

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

- a. **Intra-departmental transfers.** The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).
- b. **Voluntary Transfers.** An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.2.2 Minimum Qualifications & Probation

Any persons transferred to a different position shall possess the minimum qualifications for the position.

6.2.3 Transfer Procedures

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position. Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency. Any person transferred to a different position shall possess the minimum qualifications for the position. Employees may seek voluntary transfers to positions within the same job class, and/or lower-level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.3 PERSONNEL RULES & REGULATIONS

All represented employees shall follow the City's Personnel Rules and Regulations located on the City's website.

6.4 CITY POLICIES

6.4.1 Drug Free Workplace

All represented employees shall abide by the City's Drug and Alcohol Policy.

6.4.2 Outside Employment Policy

All represented employees shall abide by the City's Outside Employment Policy.

6.5 CITY VEHICLES

Under limited circumstances, a city vehicle may be provided to a represented employees if it is determined to be needed to complete their job duties and upon approval of the City Manager.

6.6 FURLOUGH PLAN

Both the City of San Rafael and the Mid-Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.

2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager). The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will impact Marin County retirement contributions; but if the Marin County Retirement Association changes its policy on this the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the Marin County Retirement System during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
3. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit.
4. Other Terms and Conditions:
 - a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
 - b. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
 - c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
 - d. The City agrees that it will attempt to distribute the dollar value of any MTO time implemented equally over the remaining number of pay periods in the fiscal year.

6.7 PERSONNEL FILES & RECORDS

6.7.1 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq.

Individual employees may review their official personnel file maintained by the Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.7.2 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.8 MISCELLANEOUS

6.8.1 Gratuities / Solicitation of Contributions

Gratuities and/or solicitation of contributions are not allowed.

6.8.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned to the employee's supervisor before leaving City employment.

6.8.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.8.4 Contract Orientation Work Sessions

The City and the Association agree that the individuals having responsibility for the enforcement of the MOU, Association Officers and Department Directors/Supervisors, shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.9 LABOR/MANAGEMENT MEETINGS

The City and the Association agree that consultation meetings may contribute to improved employer-employee relations.

The committee shall be comprised of three (3) representatives from the Association and representatives from City Management. The parties agree that committee members may change depending on the subject matter. Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. Unless there is mutual agreement between parties, the committee shall hold no more than **1** meeting each quarter. It is intended that the subject matter will not include issues subject to Article 7.2 Grievance Procedures.

7 REDUCTION IN FORCE

7.1 LAYOFFS

7.1.1 Authority

The City may lay off any represented employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.1.2 Notice

Employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The Association shall also be notified.

7.1.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Fixed term employees shall be laid off before permanent employees in the affected classification.

7.1.4 Seniority

When two or more employees within a classification will be laid off or reduced, it will be done on the following basis:

- a. Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rata basis to full-time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above are equal, date of original hire with the City shall be determinative.

7.1.5 Transfer Rights

The City will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. If the vacancy is in the Department from which the employee is being laid off, and within their classification series, reassignment shall be made. An employee will retain their current salary rate upon their initial placement into the position, unless, the employee's salary rate exceeds the top of the salary schedule of any lower classification to which they may be reassigned. The length of eligibility for such transfer will be the period of notification as provided in Section 7.1.2, but no longer than the effective date of such layoff or reduction.

7.1.6 Layoff Impacts

Once the decision has been made to reduce the workforce per this MOU, the City will meet and confer with the Association overall all negotiable impacts of the City's decision to layoff.

7.1.7 Re-Employment

Employees subject to layoff shall be placed on a reemployment list for two (2) years from the effective date of their layoff. Employees placed on a re-employment list must ensure that the City's Human Resources Department is provided with current contact information (mobile phone number and current email) so the employee can be contacted about any reemployment opportunity.

During the two (2) years on the reemployment list, such employees shall be considered for any vacancies occurring in their job classification or classification series, if qualified. Such employees are entitled to be interviewed for such vacancies if they indicate they are interested in being considered for the vacancy. If the vacancy (in their job classification or classification series, if qualified) is in the Department from which the employee was laid off, reappointment shall be made.

Employees offered the right to reinstatement from a reemployment list shall be granted up to fourteen (14) calendar days from the date of notification to decide whether to accept reinstatement. If an employee refuses to be reemployed or does not respond within fourteen (14)

calendar days of notification, the employee will be removed from the reemployment list. Employees who retire from MCERA while on a re-employment list are removed from the re-employment list on the date of their retirement application.

If an employee is reinstated from a reemployment list, their seniority shall be restored. They will not accrue seniority for the time on the reemployment list. Employees reinstated from a reemployment list will have their sick leave balance (on the day of layoff) restored.

7.2 GRIEVANCE PROCEDURE

7.2.1 Definition

Grievance is a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding. A dispute regarding the interpretation of the applicable City's Personnel Rules and Regulations is subject to the grievance procedure up to Step 3 (Human Resources Director). All ordinances, resolutions, rules and regulations which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.

Grievant may be an individual employee or a group of employees or the Association on behalf of a group of employees or the Association on its own behalf on matters involving the City and Association relationship.

Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.2.2 General Provisions

Employees who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party shall be free from discrimination by either the Association or the City.

A grievant has the right to be represented at each stage of the procedure and have access to information that is relevant and necessary to the grievance.

If the City management fails to respond within the specified time limits, the grievance shall, at the request of the Association, be moved to the next step of the procedure. If the Association or a grievant fails to process or appeal a grievance within the specified time limits, the matter shall be deemed withdrawn with prejudice. The parties may by mutual agreement waive the steps in the procedure or agree that a grievance may be filed initially at a higher step.

The Human Resources Department shall act as the central repository for all grievances.

Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the Association representative or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.2.3 Procedure

Step 1.

Within ten (10) calendar days of when the grievant knew or should have known of the act or omission causing the grievance, the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor. Within fifteen (15) calendar days thereafter, the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2.

If the grievant is not satisfied with the resolution at Step 1, the grievant must reduce the grievance to writing and present it to the Department Director within ten (10) calendar days. The written

grievance shall contain a statement of facts about the nature of the grievance and shall identify the specific provisions of this Memorandum of Understanding (or applicable City Personnel Rule or Regulation) alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant. The Department Director shall confer with the grievant and within fifteen (15) calendar days respond to the allegations in writing.

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within ten (10) calendar days appeal the matter to the Human Resources Director. The Human Resources Director shall investigate the matter, conduct a hearing if the Human Resources Director deems it appropriate and within fifteen (15) calendar days thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Association may, by written notice to the City's Human Resources Department within ten (10) calendar days after the receipt of the response in Step 3, notify the City that the Association wishes to appeal the Step 3 decision to the City Manager or their designee.

The Association shall submit in writing a written statement of the grievance and deliver a copy to the City Manager or their designee. The written statement shall include the following information:

- The factual basis for the grievance.
- Allegations of the specific wrongful act and harm done.
- The specific portion of the MOU or applicable City Personnel Rule or Regulation that was violated.
- The remedy being sought.
- Copies of Step 1-3 responses.

Within ten (10) calendar days thereafter, the City Manager or their designee may, at their direction, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, the City Manager or their designee shall respond to the employee within fifteen (15) calendar days. The City Manager may extend the deadline by fifteen (15) calendar days if further investigation is required. The response shall be in writing. The decision of the City Manager will be final and binding.

The City Manager's decision will be limited as follows:

1. The decision shall neither add to, detract from, nor modify any of the language of the MOU.
2. The decision shall be confined to the precise issues(s) the grievance has raised and that the grievant has submitted.
3. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorney's fees.

7.3 EMPLOYMENT SEPARATION

Represented employees are at-will employees of the City.

7.3.1 Separations Requiring Severance

Except employees who have committed an abuse of office or position as defined by Government Code Section 53243.4 or committed a violation of the Fair Employment and Housing Act, a mid-management unit employee who is involuntarily separated shall receive severance pay in a lump sum equal to the following provided they sign a settlement and general release provided by the City:

- 1 year of service = two-months of salary and two month of COBRA health insurance.
- 2 years of service = three-months of salary and three months of COBRA health insurance.
- 3 years of service = four-months of salary and four months of COBRA health insurance.
- 4 years of service = five-months of salary and five months of COBRA health insurance.
- 5 years of service = six-months of salary and six months of COBRA health insurance.

7.3.2 Separations Not Requiring Severance

For employees who have committed an abuse of office or position as defined by Government Code Section 53243.4 or committed a violation of the Fair Employment and Housing Act, the City shall provide the employee with a notice of intent to terminate prior to imposition. This document shall set forth the grounds for termination, the facts supporting the grounds, and all evidence upon which the termination is taken. In addition, the notice will advise the employee of their right to respond to the proposed termination either in writing or orally at a meeting and identify who from the City to contact if the employee decides to respond to the termination.

Any response must be received by the City within fifteen (15) calendar days of the employee receiving the notice of intent to terminate. The meeting, if requested by the employee, shall take place at a mutually agreeable time within fifteen (15) days (unless mutually agreed to be extended by the parties) of the employee's request at a location determined by the City. If the employee does not provide a written response or request a meeting within the time limits, termination will be imposed. The employee has the right to be represented at all stages of this process.

If termination is imposed, the City shall issue a final notice of termination. The notice shall include the same information as what is required for a notice of intent. The notice shall also set forth the employee's appeal rights advising the employee that if they wish to appeal the termination, they must do so in writing by serving a notice of appeal to the Human Resources Director within fifteen (15) calendar days. The notice of termination will set forth the effective date of the termination.

The City's Human Resources Director or their designee shall contact either the employee or their identified representative within ten (10) calendar days (unless the date is extended by mutual agreement of the parties) of receipt of the notice of appeal to determine whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine their availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Director or designee will send a letter to the Public Employment Relations Board requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name, and proceed until one (1) name remains, and that person shall be the arbitrator. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing. During the hearing, the formal rules of evidence do not apply. The arbitration may be conducted virtually based on mutual agreement of the parties.

The cost of the list of arbitrators, and the arbitrator themselves, shall be split between the City and the Association if the Association is financially supporting the appeal. Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party. If either party wishes to have a transcript of the arbitration

proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally. Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resources Director, or designee at least three (3) calendar days in advance of the hearing date.

The arbitrator's decision will be limited to whether the employee committed an abuse of office or position as defined by Government Code Section 53243.4 or committed a violation of the Fair Employment and Housing Act, which the City must prove by a preponderance of the evidence. The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing unless the period has been mutually extended in writing by the parties. Once the arbitrator issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives.

Within thirty (30) days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the advisory arbitrator's recommendation and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator. The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.5 that provides a 90-day statute of limitations.

7.4 DISCIPLINE

The City retains the management right to discipline unit members. However, the City agrees that the Association has the right to represent members should the City decide to issue discipline. Discipline may be initiated for reasons, including, but not limited to, employee misconduct, violations of law and/or City or Department rule, policy, or procedure.

The City shall provide timely notice in writing to the employee and the Association of any disciplinary action being taken. This document shall set forth the grounds for discipline, the facts supporting the grounds, and all evidence upon which the discipline is taken.

For discipline that does not result in loss of pay or title, represented employees may submit a written response to the discipline and the City shall include it with the discipline if the City puts the discipline in the employee's personnel file.

For any discipline that results in loss of pay or title, the City shall allow the employee and an Association representative to respond to the proposed discipline orally or in writing prior to the discipline being imposed. Any response must be received by the City within fifteen (15) calendar days of the employee receiving the notice of intent to discipline. If the City imposes discipline, and the employee submitted a written response to the proposed discipline, the City shall include it with the discipline in the employee's personnel file

MID-MANAGEMENT EMPLOYEE ASSOCIATION:

CITY OF SAN RAFAEL:

**Jeffrey Natke, Chief Negotiator
City Employee Associates, LLC**

**Tim Davis, Chief Negotiator
Burke Williams Sorensen**

Thomas Wong, Senior Management Analyst II

Nick Biss, Principal HR Analyst

Date

Date

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

SALARY SCHEDULE

Effective July 1, 2024

Grade	Position	A	B	C	D	E
2303	Assistant Community Development Director	\$ 13,025	\$ 13,676	\$ 14,360	\$ 15,078	\$ 15,832
2304	Assistant Community & Economic Development Director	\$ 13,676	\$ 14,360	\$ 15,078	\$ 15,832	\$ 16,624
2400	Assistant Library and Recreation Director	\$ 12,036	\$ 12,638	\$ 13,270	\$ 13,933	\$ 14,630
2202	Assistant Public Works Director	\$ 13,530	\$ 14,207	\$ 14,917	\$ 15,663	\$ 16,446
2302	Chief Building Official	\$ 12,574	\$ 13,202	\$ 13,863	\$ 14,556	\$ 15,284
4203	Civic Engagement Manager	\$ 10,843	\$ 11,385	\$ 11,955	\$ 12,552	\$ 13,180
2122	Code Enforcement Supervisor	\$ 8,186	\$ 8,595	\$ 9,025	\$ 9,477	\$ 9,950
4204	Data & Infrastructure Manager	\$ 11,667	\$ 12,251	\$ 12,863	\$ 13,506	\$ 14,182
4213	Deputy Building Official	\$ 11,101	\$ 11,656	\$ 12,239	\$ 12,851	\$ 13,493
7125	Deputy Director of Emergency Management	\$ 13,531	\$ 14,207	\$ 14,918	\$ 15,663	\$ 16,447
2120	Deputy Fire Marshall	\$ 10,702	\$ 11,237	\$ 11,799	\$ 12,389	\$ 13,009
TBD	Deputy PW Administrative Services Director	\$ 12,292	\$ 12,907	\$ 13,552	\$ 14,230	\$ 14,941
2135	Deputy Public Works Director	\$ 12,292	\$ 12,907	\$ 13,552	\$ 14,230	\$ 14,941
7117	Emergency Services Manager	\$ 9,883	\$ 10,377	\$ 10,896	\$ 11,441	\$ 12,013
2137	Housing Manager	\$ 11,844	\$ 12,436	\$ 13,058	\$ 13,710	\$ 14,396
2208	Operations and Maintenance Manager	\$ 11,300	\$ 11,865	\$ 12,459	\$ 13,082	\$ 13,736
2208	Operations and Maintenance Manager (SRSD)	\$ 11,300	\$ 11,865	\$ 12,459	\$ 13,082	\$ 13,736
TBD	Operations & Maintenance Superintendent	\$ 10,124	\$ 10,631	\$ 11,162	\$ 11,720	\$ 12,306
2703	Parking Services Manager	\$ 10,326	\$ 10,842	\$ 11,385	\$ 11,954	\$ 12,551
7312	Parks Superintendent	\$ 10,124	\$ 10,631	\$ 11,162	\$ 11,720	\$ 12,306
2116	Planning Manager	\$ 11,844	\$ 12,436	\$ 13,058	\$ 13,710	\$ 14,396
2206	Principal Civil Engineer (SRSD)	\$ 13,806	\$ 14,497	\$ 15,222	\$ 15,983	\$ 16,782
4206	Product Manager	\$ 10,843	\$ 11,385	\$ 11,955	\$ 12,552	\$ 13,180
8103	Recreation Supervisor	\$ 8,531	\$ 8,957	\$ 9,405	\$ 9,875	\$ 10,369
9511	Risk Manager	\$ 11,508	\$ 12,084	\$ 12,688	\$ 13,322	\$ 13,988
7317	Senior Code Enforcement Supervisor	\$ 9,036	\$ 9,487	\$ 9,962	\$ 10,460	\$ 10,983
2101	Senior Management Analyst I	\$ 8,384	\$ 8,803	\$ 9,243	\$ 9,705	\$ 10,191
2105	Senior Management Analyst II	\$ 9,982	\$ 10,481	\$ 11,005	\$ 11,555	\$ 12,133
2203	Senior Project Manager	\$ 10,021	\$ 10,522	\$ 11,048	\$ 11,600	\$ 12,181
8102	Senior Recreation Supervisor	\$ 9,643	\$ 10,125	\$ 10,631	\$ 11,163	\$ 11,721
7310	Sewer Maintenance Superintendent	\$ 10,124	\$ 10,631	\$ 11,162	\$ 11,720	\$ 12,306
7311	Street Maintenance Superintendent	\$ 10,124	\$ 10,631	\$ 11,162	\$ 11,720	\$ 12,306
7245	Supervising Librarian	\$ 8,737	\$ 9,174	\$ 9,632	\$ 10,114	\$ 10,620
2150	Sustainability Program Manager	\$ 8,573	\$ 9,002	\$ 9,452	\$ 9,925	\$ 10,421

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

SALARY SCHEDULE

Effective July 1, 2025

Grade	Position	A	B	C	D	E
2303	Assistant Community Development Director	\$ 13,416	\$ 14,086	\$ 14,791	\$ 15,530	\$ 16,307
2304	Assistant Community & Economic Development Director	\$ 14,086	\$ 14,791	\$ 15,530	\$ 16,307	\$ 17,122
2400	Assistant Library and Recreation Director	\$ 12,698	\$ 13,333	\$ 14,000	\$ 14,700	\$ 15,435
2202	Assistant Public Works Director	\$ 14,139	\$ 14,846	\$ 15,588	\$ 16,368	\$ 17,186
2302	Chief Building Official	\$ 13,140	\$ 13,797	\$ 14,486	\$ 15,211	\$ 15,971
4203	Civic Engagement Manager	\$ 11,440	\$ 12,012	\$ 12,612	\$ 13,243	\$ 13,905
2122	Code Enforcement Supervisor	\$ 8,555	\$ 8,982	\$ 9,431	\$ 9,903	\$ 10,398
4204	Data & Infrastructure Manager	\$ 12,017	\$ 12,618	\$ 13,249	\$ 13,912	\$ 14,607
4213	Deputy Building Official	\$ 11,434	\$ 12,006	\$ 12,606	\$ 13,236	\$ 13,898
7125	Deputy Director of Emergency Management	\$ 14,139	\$ 14,846	\$ 15,589	\$ 16,368	\$ 17,187
2120	Deputy Fire Marshall	\$ 11,184	\$ 11,743	\$ 12,330	\$ 12,947	\$ 13,594
TBD	Deputy PW Administrative Services Director	\$ 12,845	\$ 13,488	\$ 14,162	\$ 14,870	\$ 15,614
2135	Deputy Public Works Director	\$ 12,845	\$ 13,488	\$ 14,162	\$ 14,870	\$ 15,614
7117	Emergency Services Manager	\$ 10,180	\$ 10,688	\$ 11,223	\$ 11,784	\$ 12,373
2137	Housing Manager	\$ 12,495	\$ 13,120	\$ 13,776	\$ 14,465	\$ 15,188
2208	Operations and Maintenance Manager	\$ 11,922	\$ 12,518	\$ 13,144	\$ 13,801	\$ 14,491
2208	Operations and Maintenance Manager (SRSD)	\$ 11,922	\$ 12,518	\$ 13,144	\$ 13,801	\$ 14,491
TBD	Operations & Maintenance Superintendent	\$ 12,784	\$ 13,423	\$ 14,094	\$ 14,799	\$ 15,539
2703	Parking Services Manager	\$ 10,791	\$ 11,330	\$ 11,897	\$ 12,492	\$ 13,116
7312	Parks Superintendent	\$ 10,529	\$ 11,056	\$ 11,609	\$ 12,189	\$ 12,798
2116	Planning Manager	\$ 12,495	\$ 13,120	\$ 13,776	\$ 14,465	\$ 15,188
2206	Principal Civil Engineer (SRSD)	\$ 14,221	\$ 14,932	\$ 15,678	\$ 16,462	\$ 17,285
4206	Product Manager	\$ 11,440	\$ 12,012	\$ 12,612	\$ 13,243	\$ 13,905
8103	Recreation Supervisor	\$ 8,829	\$ 9,271	\$ 9,734	\$ 10,221	\$ 10,732
9511	Risk Manager	\$ 11,854	\$ 12,446	\$ 13,069	\$ 13,722	\$ 14,408
7317	Senior Code Enforcement Supervisor	\$ 9,442	\$ 9,914	\$ 10,410	\$ 10,931	\$ 11,477
2101	Senior Management Analyst I	\$ 8,761	\$ 9,199	\$ 9,659	\$ 10,142	\$ 10,649
2105	Senior Management Analyst II	\$ 10,431	\$ 10,953	\$ 11,500	\$ 12,075	\$ 12,679
2203	Senior Project Manager	\$ 10,322	\$ 10,838	\$ 11,380	\$ 11,949	\$ 12,546
8102	Senior Recreation Supervisor	\$ 10,173	\$ 10,682	\$ 11,216	\$ 11,777	\$ 12,366
7310	Sewer Maintenance Superintendent	\$ 10,529	\$ 11,056	\$ 11,609	\$ 12,189	\$ 12,798
7311	Street Maintenance Superintendent	\$ 10,529	\$ 11,056	\$ 11,609	\$ 12,189	\$ 12,798
7245	Supervising Librarian	\$ 9,261	\$ 9,724	\$ 10,210	\$ 10,721	\$ 11,257
2150	Sustainability Program Manager	\$ 9,174	\$ 9,632	\$ 10,114	\$ 10,620	\$ 11,150

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

SALARY SCHEDULE

Effective July 1, 2026

Grade	Position	A	B	C	D	E
2303	Assistant Community Development Director	\$ 13,818	\$ 14,509	\$ 15,235	\$ 15,996	\$ 16,796
2304	Assistant Community & Economic Development Director	\$ 14,509	\$ 15,235	\$ 15,996	\$ 16,796	\$ 17,636
2400	Assistant Library and Recreation Director	\$ 13,333	\$ 14,000	\$ 14,700	\$ 15,435	\$ 16,206
2202	Assistant Public Works Director	\$ 14,705	\$ 15,440	\$ 16,212	\$ 17,022	\$ 17,874
2302	Chief Building Official	\$ 13,665	\$ 14,348	\$ 15,066	\$ 15,819	\$ 16,610
4203	Civic Engagement Manager	\$ 12,012	\$ 12,612	\$ 13,243	\$ 13,905	\$ 14,600
2122	Code Enforcement Supervisor	\$ 8,897	\$ 9,342	\$ 9,809	\$ 10,299	\$ 10,814
4204	Data & Infrastructure Manager	\$ 12,378	\$ 12,997	\$ 13,647	\$ 14,329	\$ 15,045
4213	Deputy Building Official	\$ 11,777	\$ 12,366	\$ 12,984	\$ 13,633	\$ 14,315
7125	Deputy Director of Emergency Management	\$ 14,705	\$ 15,440	\$ 16,212	\$ 17,023	\$ 17,874
2120	Deputy Fire Marshall	\$ 11,631	\$ 12,213	\$ 12,824	\$ 13,465	\$ 14,138
TBD	Deputy PW Administrative Services Director	\$ 13,359	\$ 14,027	\$ 14,729	\$ 15,465	\$ 16,238
2135	Deputy Public Works Director	\$ 13,359	\$ 14,027	\$ 14,729	\$ 15,465	\$ 16,238
7117	Emergency Services Manager	\$ 10,485	\$ 11,009	\$ 11,560	\$ 12,138	\$ 12,744
2137	Housing Manager	\$ 13,120	\$ 13,776	\$ 14,465	\$ 15,188	\$ 15,947
2208	Operations and Maintenance Manager	\$ 12,518	\$ 13,144	\$ 13,801	\$ 14,491	\$ 15,216
2208	Operations and Maintenance Manager (SRSD)	\$ 12,518	\$ 13,144	\$ 13,801	\$ 14,491	\$ 15,216
TBD	Operations & Maintenance Superintendent	\$ 13,359	\$ 14,027	\$ 14,729	\$ 15,465	\$ 16,238
2703	Parking Services Manager	\$ 11,222	\$ 11,784	\$ 12,373	\$ 12,991	\$ 13,641
7312	Parks Superintendent	\$ 10,950	\$ 11,498	\$ 12,073	\$ 12,676	\$ 13,310
2116	Planning Manager	\$ 13,120	\$ 13,776	\$ 14,465	\$ 15,188	\$ 15,947
2206	Principal Civil Engineer (SRSD)	\$ 14,647	\$ 15,380	\$ 16,149	\$ 16,956	\$ 17,804
4206	Product Manager	\$ 12,012	\$ 12,612	\$ 13,243	\$ 13,905	\$ 14,600
8103	Recreation Supervisor	\$ 9,138	\$ 9,595	\$ 10,075	\$ 10,579	\$ 11,108
9511	Risk Manager	\$ 12,209	\$ 12,820	\$ 13,461	\$ 14,134	\$ 14,840
7317	Senior Code Enforcement Supervisor	\$ 9,820	\$ 10,311	\$ 10,827	\$ 11,368	\$ 11,936
2101	Senior Management Analyst I	\$ 9,112	\$ 9,567	\$ 10,045	\$ 10,548	\$ 11,075
2105	Senior Management Analyst II	\$ 10,848	\$ 11,391	\$ 11,960	\$ 12,558	\$ 13,186
2203	Senior Project Manager	\$ 10,631	\$ 11,163	\$ 11,721	\$ 12,307	\$ 12,922
8102	Senior Recreation Supervisor	\$ 10,682	\$ 11,216	\$ 11,777	\$ 12,366	\$ 12,984
7310	Sewer Maintenance Superintendent	\$ 10,950	\$ 11,498	\$ 12,073	\$ 12,676	\$ 13,310
7311	Street Maintenance Superintendent	\$ 10,950	\$ 11,498	\$ 12,073	\$ 12,676	\$ 13,310
7245	Supervising Librarian	\$ 9,817	\$ 10,308	\$ 10,823	\$ 11,364	\$ 11,932
2150	Sustainability Program Manager	\$ 9,816	\$ 10,306	\$ 10,822	\$ 11,363	\$ 11,931

**San Rafael Mid-Management Association
Represented Classifications**

Assistant Community Development Director
Assistant Director of Community and Economic Development
Assistant Library and Recreation Director
Assistant Public Works Director
Chief Building Official
Civic Engagement Manager
Code Enforcement Supervisor
Data & Infrastructure Manager
Deputy Building Official
Deputy Director of Emergency Management
Deputy Fire Marshal
Deputy Public Works Administrative Director
Deputy Public Works Director
Emergency Services Manager
Housing Manager
Operations and Maintenance Manager
Operations and Maintenance Superintendent
Parking Services Manager
Parks Superintendent
Planning Manager
Principal Civil Engineer (SRSD)
Product Manager

**San Rafael Mid-Management Association
Represented Classifications**

Recreation Supervisor
Risk Manager
Senior Code Enforcement Supervisor
Senior Management Analyst I
Senior Management Analyst II
Senior Project Manager
Senior Recreation Supervisor
Sewer Maintenance Superintendent
Street Maintenance Superintendent
Supervising Librarian
Sustainability Program Manager
Climate Adaptation and Resilience Planner (Advanced Professional Temp Fixed Term)
Wildfire Prevention Program Manager (Advanced Professional Temp Fixed Term)
Enterprise Applications Manager (Advanced Professional Temp Fixed Term)
Police Senior Project Manager (Advanced Professional Temp Fixed Term)
All Fixed Term positions in any of the classifications above

San Rafael Mid-Management Association Salary & Equity Adjustments (2024-2027)

The City shall provide the following salary and equity adjustments increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2024; or, on the first pay period after Council’s approval – whichever occurs later in time:

Department	Classification	Year 1			Year 2			Year 3		
		COLA (%)	Equity (%)	Total (%)	COLA (%)	Equity (%)	Total (%)	COLA (%)	Equity (%)	Total (%)
CDD	Chief Building Official	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
CDD	Code Enforcement Supervisor	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
CDD	Economic Development Coordinator	3.00	1.00	4.00	3.00	1.00	4.00	3.00	1.00	4.00
CDD	Housing Manager	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
CDD	Planning Manager	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
CDD	Senior Code Enforcement Supervisor	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
CM	Sustainability Program Manager	3.00	4.00	7.00	3.00	4.00	7.00	3.00	4.00	7.00
Digital	Civic Design Manager	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
Digital	Product Manager	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
DPW	Assistant Public Works Director/City Engineer	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
DPW	Deputy Public Works Director	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
DPW	Operations and Maintenance Manager	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
DPW	Parks Superintendent	3.00	1.00	4.00	3.00	1.00	4.00	3.00	1.00	4.00
DPW	Sewer Maintenance Superintendent	3.00	1.00	4.00	3.00	1.00	4.00	3.00	1.00	4.00
DPW	Street Maintenance Superintendent	3.00	1.00	4.00	3.00	1.00	4.00	3.00	1.00	4.00
Fire	Deputy Fire Marshal	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
Library/Rec	Assistant Library and Recreation Director	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
Library/Rec	Recreation Supervisor	3.00	0.50	3.50	3.00	0.50	3.50	3.00	0.50	3.50
Library/Rec	Senior Recreation Supervisor	3.00	3.00	6.00	3.00	2.50	5.50	3.00	2.00	5.00
Library/Rec	Supervising Librarian	3.00	3.00	6.00	3.00	3.00	6.00	3.00	3.00	6.00
Parking	Parking Services Manager	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
Misc.	Deputy Director of Emergency Management	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
Misc.	Senior Management Analyst I	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
Misc.	Senior Management Analyst II	3.00	2.00	5.00	3.00	1.50	4.50	3.00	1.00	4.00
<i>All Other Classifications</i>		3.00	0.00	3.00	3.00	0.00	3.00	3.00	0.00	3.00
GDD	Economic Development Coordinator	<i>Positions proposed to be eliminated</i>								
GDD	Economic Development Manager	<i>Positions proposed to be eliminated</i>								

RESOLUTION NO. 14955

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES (July 1, 2021 through June 30, 2024)

WHEREAS, the Salary Resolution establishing the terms of compensation for the Unrepresented Mid-Management group expired on June 30, 2021; and

WHEREAS, Unrepresented Mid-Management employees were subject to a 5% furlough reduction for Fiscal Year 2020-21; and

WHEREAS, year-end review of the FY 20-21 budget shows that the City's projected revenue losses anticipated due to the pandemic did not materialize as expected and the City is in a financial position to issue repayment of the furlough reduction; and

WHEREAS, the circumstances that make it possible for the City to reimburse employees for the furlough are extremely unique in nature and this one-time reimbursement for FY 20-21 is non-precedential;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approve the following compensation and working conditions for Unrepresented Mid-Management employees and repayment of the furlough reduction taken for FY 20-21.

1. MID-MANAGEMENT EMPLOYEES

The Mid-Management Employees of the City of San Rafael are the Mid-Management Job Class Titles ("Mid-Managers") enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Mid-Managers for the period from July 1, 2021 through June 30, 2024.

2. SALARY AND COMPENSATION GOALS

A. GOALS AND COMPENSATION DEFINITIONS

It is the goal of the City Council to try to achieve a total compensation package for all Mid-Managers that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato and Santa Rosa. The Council's goal is to attract and retain the most qualified Mid-Managers in accordance with the City's ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, management allowance, and employer paid cafeteria/flexible spending accounts.

B. COMPENSATION SURVEYS

In order to measure progress towards the above-stated goal, the City shall survey the identified Management benchmark positions (Exhibit B) to assess the related Mid-Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as

benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

The City shall review the benchmark and related survey data for accuracy and completeness. The City shall provide the survey data to all Mid-Managers. During the term of this Resolution, Mid-Managers agree to work with the City to identify and implement a new benchmark strategy such as an alignment of Mid-Manager salaries with the respective department director.

C. SALARY INCREASES

Prior year contract extension – restoration of 3% base wage: For FY 20-21, all bargaining groups (except WCE, Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension which was implemented for FY 20/21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to “restore” the 3% base wage increase to those groups. The 3% base wage increase will apply to all mid-management positions and is reflected in the salaries listed in the attached salary schedule.

Individual classification salary increase percentages depend on the labor market adjustment applied to each position. The salary schedule included with this salary resolution authorizes the proposed new salary for each position.

3. INSURANCE

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

A. HEALTH INSURANCE

1. **Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2020 shall be:

For employee only:	\$ 673.42
For employee and one dependent:	\$1,346.82
For employee and two or more dependents:	\$1,750.88

Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

2. Health Insurance for Retirees

MID-MANAGERS HIRED PRIOR TO APRIL 1, 2007

- a. **For Mid-Managers who retired before December 1, 2001**, the City's contribution to retiree medical premiums shall be the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) up to \$442 per month. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

- b. **Mid-Managers who retired on or after December 1, 2001** from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Mid-Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to receive upon retirement the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of active Mid-Manager employees. The City's longevity contribution shall remain

in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Mid-Managers and their spouses or registered domestic partners the Medicare Part B standard premium amount as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Mid-Manager's life and that of the retired Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

MID-MANAGERS HIRED ON OR AFTER APRIL 1, 2007

Mid-Managers who are hired on or after April 1, 2007, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b.) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired Mid-Manager's death.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

MID-MANAGER HIRED ON OR AFTER JANUARY 1, 2009

Mid-Managers who are hired on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

B. LIFE INSURANCE

The City shall provide a basic group life insurance plan in the amount of \$150,000 at no cost to the employee.

C. LONG-TERM DISABILITY INSURANCE

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7500 (reduced by any deductible benefits).

D. DENTAL INSURANCE

The City shall make available to employees, an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

E. VISION PLAN

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

F. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

4. RETIREMENT

A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Each Mid-Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Mid-Management employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

B. COLA

Mid-Managers participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

C. RETIREMENT PLAN

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Mid-Manager subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA,

through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

D. SERVICE CREDIT FOR SICK LEAVE

Mid-Managers who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement, pursuant to Section 5 A. of this Resolution). This provision will no longer be available to Mid-Managers hired after June 30, 2009.

E. MANAGEMENT ALLOWANCE

As of September 16, 2015, the Management Allowance of 4.54% was rolled into base pay for all Unrepresented Mid-Management employees.

5. LEAVES OF ABSENCE

A. SICK LEAVE

Mid-Managers shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Mid-Managers who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Mid-Managers may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Mid-Managers may use sick leave prior to completion of probation. In recognition of Mid-Managers' exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Mid-Manager's sick leave accrual, unless the employee is absent for the full work day.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

B. VACATION LEAVE

- 1. Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days

12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Mid-Managers' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Mid-Manager's vacation accrual unless the employee is absent for the full work day.

2. Administration of Vacation Leave

The City Manager may advance vacation leave to a Mid-Manager; prior approval is required. Mid-Managers may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Mid-Managers who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Mid-Managers may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. Annual Option for Payment of Accrued Vacation Leave

A Mid-Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager. Mid-Managers may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

C. ADMINISTRATIVE LEAVE

Mid-Managers shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the Department Director and the City Manager. An additional three (3) days may be granted at the discretion and with approval of the department director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Mid-Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Mid-Manager's administrative leave accrual, unless the employee is absent for the full work day.

D. HOLIDAYS

City shall provide eleven designated holidays and two floating holidays per calendar year to Mid-Managers. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

E. BEREAVEMENT LEAVE

In the event of the death of a Mid-Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

F. CATASTROPHIC LEAVE

All Mid-Managers shall abide by the City's Catastrophic Leave Policy.

6. EMPLOYMENT TERMS

A. *HOURS OF WORK*

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Mid-Managers shall be 7.5 hours per day.

B. *DRUG FREE WORK PLACE*

All Mid-Managers shall abide by the City’s Drug and Alcohol Policy.

C. *FURLOUGH PLAN*

Mid-Managers endorse the Furlough Program described in Exhibit C attached to this Resolution.

D. *PAY FOR PERFORMANCE EVALUATION SYSTEM*

Mid-Managers shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

E. *OUTSIDE EMPLOYMENT*

All Mid-Managers shall abide by the City’s Outside Employment Policy.

F. *CITY VEHICLE*

Under limited circumstances, a city vehicle may be provided to a Mid-Manager if it is determined to be needed to complete his/her job duties and upon approval of the City Manager.

G. *UNIFORM ALLOWANCE*

If required to wear a uniform which is not provided by the City, employee shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December.

H. *GYM REIMBURSEMENT*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

I. *Professional Development*

The City Manager commits to working with each department’s management team to establish dedicated professional development time throughout the year

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 19th day of July 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS: Bushey, Hill, Kertz & Mayor Kate

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Llorens Gulati


LINDSAY LARA, CITY CLERK