



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office/Human Resources

Prepared by: Angela Robinson Piñon,
Assistant City Manager

City Manager Approval: _____

Marissa Sanchez, Human
Resources Director

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU LOCAL 1021)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (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 Service Employees International Union, Local 1021 (SEIU Local 1021) beginning July 1, 2024, and ending June 30, 2027.

BACKGROUND:

The Service Employees International Union, Local 1021 (SEIU Local 1021) represents 146.14 FTE employees in various City departments. The most recent Memorandum of Understanding (“MOU”) for SEIU Local 1021 expired on June 30, 2024. Representatives of the City and SEIU Local 1021 have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SEIU Local 1021 signed a total package tentative agreement for a three-year successor MOU effective July 1, 2024, and SEIU Local 1021 membership ratified the proposal on Thursday, June 27, 2024.

The City’s negotiations were informed by the following:

- Fiscal Sustainability and Predictability
 - Revenue Assumptions
 - Expenditure Assumptions
 - Inflation and recession predictions
- Three-year MOUs
- Recruitment and Retention of Employees
 - Vacancy and Attrition Rates
 - Hard to fill job classifications

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Compensation of Comparable Agencies as Specified in the Current MOU
- Internal Equity and Compaction

ANALYSIS:

The following section summarizes the terms and significant economic items in the successor MOU between the City and SEIU Local 1021. 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. Salary Increase (Article 3.1.2):** All classifications in the bargaining group will receive a 3.0% general salary 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 9.0% equity adjustment (dependent upon position) for a total increase of 5.0% to 12.0%
 - b. Year 2: A 3.0% cost of living increase and up to a 3.0% equity adjustment (dependent upon position) for a total increase of 4.0% to 6.0%
 - c. Year 3: A 3.0% cost of living increase and up to a 3.0% equity adjustment (dependent upon position) for a total increase of 4.0% to 6.0%

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

- 3. Full Flex Cafeteria Plan (Article 4.2.1):** 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	\$ 853.35	\$ 96.65	\$ 950.00
Employee +1 dependent	\$ 1,614.17	\$ 285.83	\$ 1,900.00
Employee + Family	\$ 1,768.81	\$ 631.19	\$ 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. Bilingual Pay (Article 3.5.4):** Increases compensation for employees fluent in a language other than English. Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250.00 monthly.
- 5. Uniform Allowance (Article 3.5.7):** Increases the safety boot allowance from \$200 to \$400 for employees required to wear safety boots.

6. Life Insurance (Article 4.5): Increases the life insurance and Accidental Death & Dismemberment (AD&D) from \$5,000 to \$20,000.

7. Non-Economic Items: In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. Several of these items relate to the consolidation of the prior SEIU - Child Care Unit MOU into the general SEIU MOU. The Child Care related changes includes Educational Reimbursement – Child Care Unit (Article 3.5.2), Hours of Work (Article 6.1), CPR/First Aid Training (Article 6.8.9) and the Childcare Division Employee Program Discount (Article 6.8.10). The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Gender Neutral Language (Throughout MOU): Replaced references to “he,” “she,” “his,” and “hers” with “they,” “them,” and “their.”
- Change of Shift (Article 3.4.4): Describes the notification process for employees when a supervisor seeks to change their shift.
- Educational Reimbursement – Child Care Unit (Article 3.5.2): Incorporates existing language from the prior SEIU agreement for Child Care employees related to educational reimbursements.
- Eligibility (Article 5.2.1): Employees no longer have to wait until after they have six (6) months of employment before they can use their accrued vacation leave.
- Holidays – Days Observed (Article 5.3.1): Incorporates side letter recognizing Juneteenth as a City holiday.
- Bereavement Leave (Article 5.4.3): Updated existing bereavement language to comply with changes in state law.
- Emergency/Smoke Leave (Article 5.4.10): Clarifies that employees may be assigned to an alternate worksite in the event the City declares an emergency. It also adds a provision for emergency leave for employees subject to a residential evacuation.
- Paid Parental Leave (Article 5.4.11): Provides 300 hours of paid parent leave for employees following the birth or adoption of a child.
- End of Life Care Leave (Article 5.4.12): 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.
- Hours of Work (Article 6.1): Specifies the hours of work for full-time child-care instructors are thirty-five hours vs. thirty-seven and one-half (37.5) hours for all other full-time represented employees.
- Consecutive Two-Day Weekends (Article 6.1.1): Updates language to state that employees that may be scheduled to work a weekend shall be given the option to receive two (2) consecutive days off.
- CPR/First Aid Training (Article 6.8.9): Incorporates language from the SEIU Child Care MOU related to CPR and first aid certifications.
- Childcare Division Employee Program Discount (Article 6.8.10): Incorporates language from the SEIU Child Care MOU to permit child-care employees with children enrolled in a City program to receive a fifty percent (50%) discount on program fees based on their level of enrollment.
- Hazardous Materials (Article 6.9.1): Clarifies responsibilities for streets, park maintenance and facilities employees.

FISCAL IMPACT:

The current total annual salary and benefit cost for the 146.14 FTE employees of SEIU Local 1021 is \$18,739,417. The additional ongoing incremental cost of the successor MOU is:

	Incremental FY 2024-25	Incremental FY 2025-26	Incremental FY 2026-27
Wages:			
Salary	\$732,869	\$522,759	\$547,014
Other Costs:			
Pension*	\$305,740	\$220,485	\$230,700
Taxes (Medicare, WC)	\$33,973	\$25,749	\$26,885
Benefits	<u>\$567,628</u>	<u>\$140,967</u>	<u>\$147,723</u>
Total Annual Incremental Costs:	\$1,640,210	\$909,960	\$952,322
Total Over Term of Contract	\$4,920,630	\$1,819,920	\$952,322
			\$7,692,872

**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 \$7,692,872 with 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 Service Employees International Union, Local 1021 (SEIU Local 1021) beginning July 1, 2024, and ending June 30, 2027.

ATTACHMENTS:

1. Resolution with attached MOU between the City of San Rafael and the Service Employees International Union, Local 1021 (SEIU Local 1021) for July 1, 2024, to June 30, 2027 (and all exhibits)
2. Draft MOU with tracked changes

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU LOCAL 1021) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SEIU Local 1021 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 SEIU Local 1021 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 the Service Employees International Union, Local 1021 (SEIU Local 1021) 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 SEIU Local 1021.

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 regular meeting of the City Council of the City of San Rafael, held on the 15th of July 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

SEIU Local 1021

JULY 1, 2024 - JUNE 30, 2027

Table of Contents

1	GENERAL PROVISIONS	5
1.1	INTRODUCTION	5
1.1.1	<i>Scope of Agreement</i>	5
1.1.2	<i>Term of MOU</i>	5
1.2	RECOGNITION	5
1.2.1	<i>Bargaining Unit</i>	5
1.2.2	<i>Notice to Employees</i>	5
1.3	NON-DISCRIMINATION	5
1.3.1	<i>In General</i>	5
1.3.2	<i>Union Discrimination</i>	6
1.4	INSPECTION OF MEMORANDUM OF UNDERSTANDING	6
1.5	EXISTING LAWS, REGULATIONS & POLICIES	6
1.6	STRIKES & LOCKOUTS	6
1.7	SEVERABILITY	6
1.8	PREVAILING RIGHTS	6
1.9	FULL UNDERSTANDING, MODIFICATION, WAIVER	6
1.9.1	<i>Understanding</i>	6
1.9.2	<i>Waiver & Modification</i>	6
2	MMBA	7
2.1	UNION RIGHTS	7
2.1.1	<i>Union Stewards Designation</i>	7
2.1.2	<i>Bulletin Boards</i>	7
2.1.3	<i>New Members</i>	7
2.1.4	<i>Employee Information</i>	7
2.1.5	<i>Union Meeting Space</i>	8
2.1.6	<i>Union Communications</i>	8
2.2	DUES DEDUCTION	8
2.2.1	<i>Collection of Dues</i>	8
2.2.2	<i>Dues Collection during Separation from Employment</i>	8
2.2.3	<i>Indemnification</i>	8
2.3	MANAGEMENT RIGHTS	8
2.4	COMMENCEMENT OF NEGOTIATIONS	9
3	COMPENSATION	10
3.1	GENERAL WAGES AND COMPENSATION	10
3.1.1	<i>Pay Dates</i>	10
3.1.2	<i>General Wage Increase</i>	10
3.1.3	<i>Compensation Goal & Definitions</i>	11
3.1.4	<i>Compensation Surveys</i>	12
3.1.5	<i>Compensation Plan</i>	12
3.2	STEP INCREASES	12
3.2.1	<i>Entry Level Step</i>	12
3.2.2	<i>Consideration for Step Increases</i>	12
3.2.3	<i>Temporary Merit Increases</i>	13
3.2.4	<i>Anniversary Date</i>	13
3.2.5	<i>Promotions</i>	13
3.2.6	<i>Performance Evaluations</i>	13
3.3	SALARY CHANGE ON RECLASSIFICATION	13
3.3.1	<i>To a Lower Classification</i>	13
3.3.2	<i>To a Different Classification with the Same Salary Range</i>	13
3.3.3	<i>To a Higher Classification</i>	14
3.4	SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS	14
3.4.1	<i>Out of Class Compensation</i>	14

3.4.2	<i>Shift Differential Pay</i>	14
3.4.3	<i>Court Pay</i>	15
3.4.4	<i>Change of Shift</i>	15
3.5	ADDITIONAL PAY	15
3.5.1	<i>Educational Reimbursement – Miscellaneous Unit</i>	15
3.5.2	<i>Educational Reimbursement – Child Care Unit</i>	15
3.5.3	<i>Educational Reimbursement – Supervisory Unit</i>	16
3.5.4	<i>Bilingual Pay</i>	16
3.5.5	<i>Garage Employees Uniform Maintenance Program</i>	17
3.5.6	<i>Sewer Employees Uniform Maintenance Program</i>	17
3.5.7	<i>Uniform Allowance</i>	17
3.5.8	<i>Uniform Jacket Cleaning Allowance</i>	18
3.5.9	<i>Mechanical Tool Allowance</i>	18
3.5.10	<i>Holiday Pay</i>	18
4	BENEFITS	18
4.1	EMPLOYEE BENEFITS COMMITTEE	18
4.2	HEALTH & WELFARE	19
4.2.1	<i>Full Flex Cafeteria Plan</i>	19
4.2.2	<i>Retirees Health Insurance</i>	20
4.2.3	<i>Health and Dependent Care Spending Accounts</i>	21
4.2.4	<i>Health Insurance Providers</i>	21
4.3	DENTAL PLAN	21
4.4	VISION CARE PLAN	22
4.5	LIFE INSURANCE	22
4.6	LONG TERM DISABILITY INSURANCE	22
4.7	RETIREMENT CONTRIBUTION	22
4.7.1	<i>City Paid Employee Retirement (City Paid Member Contribution)</i>	22
4.7.2	<i>Retirement Plans</i>	22
4.7.3	<i>Member Cost of Living Rates</i>	23
4.8	STATE DISABILITY INSURANCE (SDI)	23
5	LEAVES	23
5.1	SICK LEAVE	23
5.1.1	<i>Eligibility</i>	23
5.1.2	<i>Sick Leave Accrual</i>	24
5.1.3	<i>Use of Sick Leave</i>	24
5.1.4	<i>Advance of Sick Leave</i>	24
5.1.5	<i>Service Credit for Sick Leave</i>	24
5.1.6	<i>Compensation for Unused Portion</i>	24
5.2	VACATION LEAVE	25
5.2.1	<i>Eligibility</i>	25
5.2.2	<i>Rate of Accrual</i>	25
5.2.3	<i>Administration of Vacation Leave</i>	25
5.3	HOLIDAYS	26
5.3.1	<i>Paid Holidays</i>	26
5.4	OTHER LEAVE	27
5.4.1	<i>Personal Leave – Supervisory Unit</i>	27
5.4.2	<i>Safety Holiday</i>	27
5.4.3	<i>Bereavement Leave</i>	27
5.4.4	<i>Jury Duty</i>	27
5.4.5	<i>Military Leave</i>	28
5.4.6	<i>Leave of Absence Without Pay</i>	28
5.4.7	<i>Industrial Injury Leave</i>	28
5.4.8	<i>Family Medical Leave</i>	28
5.4.9	<i>Catastrophic Leave</i>	28
5.4.10	<i>Emergency/Smoke Leave</i>	29

5.4.11	<i>Paid Parental Leave</i>	29
5.4.12	<i>End of Life Care Leave</i>	30
6	TERMS & CONDITIONS OF EMPLOYMENT	31
6.1	HOURS OF WORK	31
6.2	OVERTIME	31
6.3	COMPENSATORY TIME POLICY	32
6.3.1	<i>Accrual Limit</i>	32
6.3.2	<i>Overtime Rate</i>	32
6.4	STAND BY OR CALL BACK DUTY	32
6.4.1	<i>Compensation When Assigned to Standby Duty – All Departments except Sanitation</i>	32
6.4.2	<i>Compensation When Assigned to Standby Duty – Sanitation Department</i>	32
6.4.3	<i>Compensation When Not Assigned to Call Back Duty</i>	33
6.4.4	<i>Minimum Payment for Call Out</i>	33
6.4.5	<i>Standby Residency and Cell Phones</i>	33
6.5	DOT AND CLASS B REQUIREMENTS	33
6.6	PROBATIONARY PERIOD	34
6.6.1	<i>Purpose of Probation</i>	34
6.6.2	<i>Length of Probationary Period</i>	34
6.6.3	<i>Rejection During Probation</i>	34
6.6.4	<i>Notification of Rejection</i>	34
6.6.5	<i>Extension of Probationary Period</i>	35
6.6.6	<i>Regular Status</i>	35
6.6.7	<i>Promotion of Probationary Employee</i>	35
6.6.8	<i>Unsuccessful Passage of Promotional Probation</i>	35
6.6.9	<i>Lateral Transfer Probation</i>	35
6.7	TRANSFERS / REASSIGNMENTS	35
6.7.1	<i>Types of Transfers</i>	35
6.7.2	<i>Minimum Qualifications & Probation</i>	36
6.7.3	<i>Transfer Procedures</i>	36
6.8	PERSONNEL RULES & REGULATIONS	36
6.8.1	<i>Drug & Alcohol Policy</i>	36
6.8.2	<i>Confidential Nature of Personnel Records</i>	36
6.8.3	<i>Confidential Nature of Medical Records</i>	36
6.8.4	<i>Outside Employment Policy</i>	36
6.8.5	<i>Use of City Vehicle</i>	36
6.8.6	<i>Wireless Communication Policy</i>	37
6.8.7	<i>Safety Policy</i>	37
6.8.8	<i>Materials Relating to Disciplinary Action</i>	37
6.8.9	<i>CPR / First Aid Training</i>	37
6.8.10	<i>Childcare Division Employee Program Discount</i>	37
6.9	MISCELLANEOUS	37
6.9.1	<i>Hazardous Materials</i>	37
6.9.2	<i>Gratuities / Solicitation of Contributions</i>	38
6.9.3	<i>Return of City Equipment</i>	38
6.9.4	<i>Political Activity</i>	38
6.9.5	<i>Employment of Relatives</i>	38
6.9.6	<i>Labor / Management Meetings</i>	38
6.9.7	<i>Contract Orientation Work Sessions</i>	38
6.9.8	<i>Temp Seasonal Employees</i>	38
6.9.9	<i>Gym Reimbursement</i>	39
7	PROCEDURES	39
7.1	DEMOTION & SUSPENSION	39
7.1.1	<i>Demotion</i>	39
7.1.2	<i>Suspension</i>	39
7.2	TERMINATION OF EMPLOYMENT	39

7.2.1	<i>Resignation</i>	39
7.2.2	<i>Termination - Layoff (Lack of work or funds)</i>	39
7.2.3	<i>Termination - Disciplinary Action</i>	39
7.2.4	<i>Retirement</i>	39
7.2.5	<i>Job Abandonment</i>	39
7.3	DISCIPLINARY ACTION	40
7.3.1	<i>Right to Discipline & Discharge</i>	40
7.3.2	<i>Preliminary Notice</i>	40
7.3.3	<i>Disciplinary Action and Appeal</i>	41
7.3.4	<i>Harassment Policy</i>	41
7.4	GRIEVANCE PROCEDURE	41
7.4.1	<i>Definition</i>	41
7.4.2	<i>Procedure</i>	41
7.4.3	<i>Arbitration</i>	42
7.4.4	<i>General Provisions</i>	43
7.5	POSITION RECLASSIFICATION	43
7.6	FURLOUGH PROGRAM	43
7.6.1	<i>Voluntary Time Off (VTO)</i>	43
7.6.2	<i>Mandatory Time Off (MTO)</i>	44
7.7	REDUCTION IN FORCE	44
7.7.1	<i>Authority</i>	44
7.7.2	<i>Notice</i>	45
7.7.3	<i>Order of Layoff</i>	45
7.7.4	<i>Seniority</i>	45
7.7.5	<i>Bumping Rights</i>	45
7.7.6	<i>Transfer Rights</i>	45
7.7.7	<i>Layoff Procedure Notification</i>	45
7.8	RE-EMPLOYMENT	45
7.8.1	<i>General Guidelines</i>	46
7.8.2	<i>Right to Re-Employment</i>	46
7.8.3	<i>Time Limits</i>	46
7.8.4	<i>Availability</i>	46
7.8.5	<i>Probationary Status</i>	46
7.8.6	<i>Restoration of Benefits</i>	46

LIST OF EXHIBITS

- Exhibit A Salary Schedule for July 1, 2024 – June 30, 2027
- Exhibit B Benchmarks and Internal Relationships Table

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SEIU LOCAL 1021

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 parties 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 agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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 ratified by the Local 1021 Bargaining Unit membership and approved by City Council, this Memorandum of Understanding shall be binding upon the SEIU Local 1021, the employees it represents, and the City of San Rafael.

1 GENERAL PROVISIONS

1.1 INTRODUCTION

1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and SEIU 1021 (herein-after called "UNION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

1.1.2 Term of MOU

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

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes Union as bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Miscellaneous and Supervisory Bargaining Units. (As referenced in Exhibit "A" attached).

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 Union 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 race, color, age, religion, ancestry, national origin, sex, sexual

orientation, perceived sexual orientation, gender, gender expression, gender identity, marital 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 of San Rafael's Policy against Harassment, Discrimination and Retaliation to redress the situation. Such employees shall be entitled to Union representation.

1.3.2 *Union Discrimination*

No member, official, or representative of the Union 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 Union.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Union agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.5 EXISTING LAWS, REGULATIONS & POLICIES

This agreement is subject to all applicable laws of the State of California, ordinances, regulations, and policies of the City of San Rafael.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and the Union agrees that it will not agree to, encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum 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 Memorandum 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 PREVAILING RIGHTS

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 Memorandum of Understanding, shall remain in full force and effect throughout the term of this Agreement.

1.9 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.9.1 *Understanding*

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

1.9.2 *Waiver & Modification*

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

2 MMBA

2.1 UNION RIGHTS

2.1.1 Union Stewards Designation

The Union shall, by written notice to the City Manager, designate certain of its members as Union Stewards. Union Stewards shall be permitted reasonable time for Union activities including grievance representation. In all cases, the Stewards shall secure permission from the Stewards' supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

Union Stewards for salary discussions shall be in accordance with the Meyers-Milias-Brown (MMBA) Act.

2.1.2 Bulletin Boards

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

2.1.3 New Members

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Union, the City will inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to forty-five (45) minutes, at a mutually agreeable time within thirty (30) days of the City's notice of a new employee to the Union for a new employee orientation by the Union. The City and the Union intend that time (i.e., up to 45 minutes) will occur at employee orientation whenever possible.

The City will provide reasonable advance notice to the Union of employee orientations conducted by the City. The Union Representative shall receive not less than 10 days' notice in advance of a City orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The structure, time, and manner of Union Representative access shall be determined through mutual agreement between the City and the Union.

If the City has not conducted an in-person new employee orientation within 30 days of a newly hired employee's start date, and the new employee is working in person, the Union Representative shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting.

2.1.4 Employee Information

The City shall provide the Union with the name, job title, department, work location, work, home and personal cell phone numbers, home address, personal email address hire date and pay rate on file with the City for all employees within the Union every 120 days. In addition, a report with

similar information of each Union new hire will be provided to the Union within 30 days of the hire date.

If the City updates its human resources management system, then the City will notify SEIU within 30-days of transferring to the new system of any additional reports that can be run from the system. After the City provides SEIU with this notice, then either Party may request to open this section for further negotiations.

2.1.5 Union Meeting Space

Upon Union's request, the City shall provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and City policies. Request for use of facilities may be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed.

2.1.6 Union Communications

The City's communication infrastructure (e.g. City email, postal mail, phone, or online messaging service) may be used for communication between bargaining unit members and Union Representatives. The Union understands that the management of the communication infrastructure is a matter within the discretion of the City. Union Representatives acknowledge they must adhere to all City computer use and privacy policies.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

City agrees to deduct dues and voluntary union deductions selected by members, as established by the Union, from the salaries of its members. The sums so withheld shall be remitted by City, without delay, along with a list of employees and their respective dues and voluntary deductions. Union bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply 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 Union at the address specified. The Union 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 Union 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 Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement 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 (after effect bargaining) 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 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;
12. To determine job classifications and to reclassify employees;
13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
14. To determine policies, procedures and standards for selection, training and promotion of employees;
15. 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;
16. To maintain order and efficiency in its facilities and operations;
17. 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 Agreement;
18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Union 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 acts, and/or Federal law, the City shall have the duty to meet and confer with the Union 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 Union through the submittal of potential meeting dates.

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 payday falls on a holiday, 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 the distributing 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) for all classifications except Child Care Instructor I and II. 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 Appendix 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 annual number of work hours per year for the classifications of Child Care Instructor I and II shall be 1,820 hours per year (35 hours per week times 52 week per year equals 1,820 hours). Each semi-monthly pay period is calculated at 75.53 hours (1,820 hours divided by 24 pay periods). The hourly rate of pay is calculated by multiplying the monthly rate of pay identified in Appendix A times 12 months to equal the annual rate of pay, divided by 1,820 hours in a work year, to equal the hourly rate of pay.

The City will modify its pay schedule 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 increases at the following rates by benchmark in each year of the MOU:

Accounting Assistant II

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).

Administrative Assistant II

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).

Associate Planner

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).

Library Assistant II

- Effective July 1, 2024, a 3.0% general salary increase plus 9.0% equity adjustment (a 12.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase).

Parking Enforcement Officer

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).

Street Maintenance Supervisor

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase)

Child Care Director, Child Care Instructor I/II

- Effective July 1, 2024, a 3.0% general salary increase plus 9.0% equity adjustment (a 12.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase)
- *The parties agree to reopen negotiations during the term of the MOU to continue to discuss appropriate adjustments for the Child Care Director benchmark. COLA and Equity adjustments for this benchmark shall not preclude further wage adjustments. The parties acknowledge that future compensation adjustments will also be based on Council approval of any side letter to the MOU in open session and based on Council's approval of any additional rate increases to the Childcare Program to ensure that it is funded.*

For all other classifications that are not linked to benchmark positions

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase)

3.1.3 Compensation Goal & Definitions

It is the goal of the City to try to achieve a total compensation package for all employees represented by the Union in an amount equal to the following:

1. The average plus one dollar to the total compensation paid to the same or similar classifications in the following nine (9) cities: Fairfield, Vallejo, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato and Santa Rosa; and,

2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: 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 toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

3.1.4 *Compensation Surveys*

To measure progress towards the above-stated goal, the City and the Union will jointly survey the identified benchmark positions, which are identified in the SEIU 1021 Represented Benchmarks and Internal Relationships Table attached as Exhibit "B" 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 Union 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 *Consideration for Step Increases*

An employee may be considered for a salary step increase in accordance with the time interval established in the salary plan as referenced in Exhibit "A". Unless otherwise noted, salary step increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is granted for continued improvements and efficient and effective work by the employee in the performance of their duties.

3.2.3 *Temporary Merit Increases*

Temporary merit performance increases of five percent (5%) may be granted to an employee for temporary work performed beyond their current classification 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 temporary merit increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 *Anniversary Date*

Based upon job performance, as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their 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).

3.2.6 *Performance Evaluations*

Upon completion of the probationary period, a performance evaluation shall be prepared and reviewed on or before the anniversary date and yearly thereafter as a means of determining whether a step increase is merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

Employees who receive a satisfactory or above rating on their performance evaluation shall receive a step increase. In the event the performance evaluation occurs after the anniversary date and the evaluation is rated satisfactory or above, the step increase shall be retroactive to the anniversary date.

If a performance evaluation is past due by more than 60 days the City shall process a Personnel Action Report (PAR) moving the employee to the next step in the salary range provided the Department Director provides a written statement to the Human Resources Director indicating that the employee's performance is satisfactory or above. The Human Resources Director will work with the employee's supervisor to have a performance evaluation completed as soon as possible.

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

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.

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, she/he is 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 supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. Eligibility for out-of-class compensation requires a minimum assignment of five (5) consecutive days. The out-of-class increase shall be retroactive to the first day of the assignment. However, when an employee is moving from a nonlead/supervisory to a lead/supervisory role, the out-of-class pay becomes effective on the first day of the assignment and the five (5) day minimum requirement does not apply. 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. The Department Director is required to complete a Personnel Action Report (PAR), located on the HR page of the Intranet, to initiate out-of-class compensation.

In the event a Parking Enforcement Officer is assigned "field training" duties, the City shall consider this as "out of class" work and the assigned Parking Enforcement Officer will receive 5% of their current pay as compensation for the hours worked in this assignment.

3.4.2 Shift Differential Pay

- a. A three percent (3%) shift differential shall be paid for all employees in the represented bargaining group who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 5:00 p.m. and 11:00 p.m.
- b. A five percent (5%) shift differential shall be paid for all employees in the represented bargaining group who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 11:00 p.m. and 7:00 a.m.
- c. Employees in job classes not identified in this section who are assigned to work the swing or graveyard shift time periods on a temporary basis and/or on an overtime basis are excluded from shift differential pay for those time periods.
- d. Shift differential shall not be considered an additional percentage on salary for personnel involved but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts.
- e. Childcare Instructor I/II's covered by this MOU who have a two-hour or more break in shifts during the same day will receive a .5 hour premium pay for that day.

3.4.3 *Court Pay*

Parking Enforcement Officers who are required, in the course and scope of their official employment, to appear in court or other official hearings other than during their work week schedule, shall receive a minimum of four hours pay if that appearance is on a scheduled day off. If a court appearance is required on a scheduled work day, and such appearance commences one half (1/2) hour after completion of an employee's shift, then the employee shall be compensated at the overtime rate for actual time spent, beginning at the conclusion of the regular shift hours and ending upon their release from the court or hearing office.

3.4.4 *Change of Shift*

A shift change is defined as a change in the hours of work in a day and/or the days of work in a week. This section is not to be used to change employee's schedules or shift in order to avoid the payment of overtime.

The City shall provide unit members with notice of any changes to their regularly scheduled shifts prior to the beginning of the work week and not less than 72-hours to when the shift change is scheduled to occur.

The City is not required to provide the above-described advance notice of a shift change when a shift change is made in response to an emergency event, including but not limited to an event that poses immediate danger to life or property or a natural disaster.

In the event that the City is not able to provide notice as described above, then the employee shall be paid a premium of one and one-half times the regular rate of pay for the hours worked outside of their regularly scheduled shift.

3.5 ADDITIONAL PAY

3.5.1 *Educational Reimbursement – Miscellaneous Unit*

The Educational Reimbursement is \$200/fiscal year, maximum, with the City's payment not to exceed 75% of the cost. Educational Reimbursement is available to employees who satisfactorily (grade of C or better, Pass or Complete) complete a course or courses that are pre-determined to be job related and/or that will assist the employee to prepare for career advancement in their field. To be eligible, employees must have completed probation at the time of the reimbursement, which is made at the end of the semester.

The Educational Reimbursement Program will include reimbursement for professional membership dues for work-related organizations for employees in the "Administrative" or "Professional" sections of the Miscellaneous Bargaining Unit. Prior supervisory approval is necessary to be eligible for reimbursement. The total reimbursable amount remains at \$200/fiscal year.

3.5.2 *Educational Reimbursement – Child Care Unit*

An Educational Reimbursement Program is available to employees for courses that are: job related, assist the employee in meeting requirements and/or prepare the employee for career advancement in the childcare field.

The reimbursement may not exceed 75% for the cost of the course, up to \$300 per fiscal year maximum. The Educational Reimbursement Program also includes an additional reimbursement of up to \$60 per fiscal year for professional membership dues for work-related organizations for employees.

To be eligible to receive reimbursement under this program the employee must:

- a. submit a written request and receive prior approval from the Recreation Supervisor for the Childcare Program;
- b. be regularly scheduled to work 20 hours or more per week;
- c. have completed initial probation before reimbursement is received; and satisfactorily complete the course.

3.5.3 *Educational Reimbursement – Supervisory Unit*

The Educational Reimbursement Program is \$225 per fiscal year. This reimbursement is available to employees who have satisfactorily (grade of C or better, Pass or Complete) completed a course or courses that are predetermined to be job-related and/or that will assist the employee to prepare for career advancement in their field. To be eligible, employees must have completed probation at the time of the reimbursement, which is made at the end of the semester.

The Educational Reimbursement Program will accommodate reimbursement of up to \$100 per fiscal year for professional membership dues for work-related organizations for employees in the "Administrative", "Professional", or "Library" sections of the Supervisory Bargaining Unit. Prior supervisory approval is necessary to be eligible for reimbursement. The total reimbursable amount remains at \$225 per fiscal year.

3.5.4 *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 to 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.

3.5.5 *Garage Employees Uniform Maintenance Program*

Uniform shirts, pants and coveralls will be provided. The City installed laundered facilities on-site and the maintenance employees of the Garage work units will self-laundry their uniforms.

3.5.6 *Sewer Employees Uniform Maintenance Program*

Uniform shirts, pants and coveralls will be provided and laundered for the maintenance employees of the Sanitation Department.

3.5.7 *Uniform Allowance*

Maintenance employees in Parks, Streets, Building Maintenance and Community Services who must wear uniforms shall receive a uniform allowance in the amount of \$157.50 at the completion of each six (6) months of service ending June 30th and December 31st. A pro-ration at the rate of \$26.25/month may be given with the recommendation of the Department Director and the approval of the City Manager. Uniforms and gear must be in accordance with the departmental dress code and safety requirements.

Parking lot attendants and parking maintenance staff will be provided with shirts, hats and jackets by the City if they are required by the City to wear them.

The Environmental Management Coordinator, the Emergency Management Coordinator, Parking Maintenance staff and Fire Prevention Inspector I/II employees, if required to wear a uniform which is not provided by the City, shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December.

Parking Enforcement Officers (PEOs) shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December. PEOs shall have utility and rain gear provided by the City.

A safety boot allowance of \$400 per Fiscal Year shall be issued to employees in the following job classifications who shall be required to wear safety boots:

- 2119 CONSTRUCTION INSPECTOR- SRSD
- 7224 CUSTODIAN
- 7120 EMERGENCY MANAGEMENT COORDINATOR
- 1201 ENVIRONMENTAL MANAGEMENT COORDINATOR
- 7231 EQUIPMENT SERVICE ATTENDANT
- 7232 FACILITY REPAIR SUPERVISOR
- 7291 FACILITY REPAIR WORKER I
- 7233 FACILITY REPAIR WORKER II
- 7294 FACILITY REPAIR WORKER III
- 7108 FIRE PREVENTION INSPECTOR I
- 7107 FIRE PREVENTION INSPECTOR II
- 6212 PARKING EQUIPMENT TECHNICIAN
- 7256 PARK EQUIPMENT MECHANIC
- 7271 PARKS MAINT. SUPERVISOR

7236 PARKS MAINTENANCE WORKER I
7238 PARKS MAINTENANCE WORKER II
2123 PARKS LEAD MAINTENANCE WORKER
6208 PARKING ENFORCEMENT OFFICER
7290 PUBLIC WORKS DISPATCHER
7253 PUBLIC WORKS INSPECTOR
7266 SEWER MAINTENANCE WORKER I
7267 SEWER MAINTENANCE WORKER II
2204 SEWER LEAD MAINTENANCE WORKER
7281 SEWERS SUPERVISOR
7269 SHOP & EQUIPMENT SUPERVISOR
7209 STREET MAINTENANCE SUPERVISOR
7250 STREET MAINTENANCE WORKER I
7251 STREET MAINTENANCE WORKER II
7280 STREET LEAD MAINTENANCE WORKER
7288 SUPERVISING VEHICLE EQUIPMENT MECHANIC
7283 SWEEPER OPERATOR
7286 VEHICLE EQUIPMENT MECHANIC I
7287 VEHICLE EQUIPMENT MECHANIC II

3.5.8 *Uniform Jacket Cleaning Allowance*

Maintenance employees of the Sewer work unit, including the Sewer Maintenance Supervisor, will receive a work jacket cleaning allowance of \$60.00 at the completion of each six (6) months of service ending June 30th (paid on the June 15th paycheck) and December 31st (paid on the December 15th paycheck). A pro-ration of \$10.00/month may be given with the approval of the Department Director.

3.5.9 *Mechanical Tool Allowance*

The City will provide a tool allowance of \$400/fiscal year for Vehicle Equipment Mechanics, the Equipment Service Attendant, the Shop and Equipment Supervisor, and the Parks Mechanic for tools purchased for use in the course of City work. This tool allowance will be issued during the month of July. Employees who receive the tool allowance are not eligible to receive reimbursement for lost or broken tools.

3.5.10 *Holiday Pay*

Parking Enforcement Officers shall receive holiday pay if a holiday falls on their regular day off. If the holiday falls on a day which they are scheduled to work, they will be paid for the holiday automatically. The employee will use additional hours of vacation, comp, float or unpaid leave to complete their regularly scheduled work day.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, Western Council of Engineers, Local 1 - Confidential, Police

Officers Association, Police Mid-Managers Association, Firefighters' Association, Fire Chief Officers Association, Mid-Management and Management employees.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria plan (known as the Flexible Benefits 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 plan.

Effective July 1, 2024, the monthly flex dollar allowances shall be:

For employee only:	\$ 853.35
For employee and one dependent:	\$ 1,614.17
For employee and two or more dependents:	\$1,768.81

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

Flex Dollar Increases for this MOU Term

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 the 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) Minimum Employer 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 monthly flex dollar allowance (including 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 a \$300 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 or other legislation or agency guidance.

Unless a greater benefit is required by law, part-time, regular, permanent employees working at least 53.3% FTE shall be eligible to receive: a) pro-rated leave benefits; and b) a pro-rated flex dollar monthly allowance based upon the regular hours the employee works. The pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

For those part time employees hired prior to January 1, 2010 electing "Employee Only" coverage, the flex dollar allowance shall be prorated based off \$1,264. The maximum benefit shall be \$700 per month, unless a greater benefit is required by law.

4.2.2 *Retirees Health Insurance*

Employees represented by SEIU who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

a. Employees hired on or before January 1, 2010

The City shall make a monthly retiree health insurance contribution on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total monthly contribution, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage. Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works part-time, and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's part-time status at the point of retirement.

- b. **Employees hired on or after January 1, 2010**, and who meet the eligibility requirements for retiree health insurance, are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.5b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. 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 upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

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 annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

4.2.3 *Health and Dependent Care Spending Accounts*

City will offer Flexible Spending Accounts as part of its Section 125 Plan for as long as such a plan is desired by the Union 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 Accounts:** 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.

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.

4.2.4 *Health Insurance Providers*

The City shall have the option, after meeting and consulting with representatives of The Union Stewards' Council, 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 will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered

services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment is available to part time, regular, permanent employees working at least 53.3% FTE. The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

4.4 VISION CARE PLAN

The City will provide vision care benefits for employee only coverage. Employees may enroll qualified family members and pay the premium costs for such enrollment.

4.5 LIFE INSURANCE

The City shall be responsible for paying premiums for a life insurance and Accidental Death & Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$20,000 life insurance and a \$20,000 AD&D benefit. The City shall also make available a voluntary life insurance program at employee expense.

4.6 LONG TERM DISABILITY INSURANCE

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member Contribution)

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

The City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. 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 their retirement or some other period designated by the retiring employee.

4.7.3 *Member Cost of Living Rates*

Bargaining unit members who are eligible to participate 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 (50% of COLA is charged to members as defined in the 1937 Act).

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 time cards 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.

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. The City may request verification from a medical provider from any employee who is absent for three (3) or more consecutive days.

If an employee has documented sick leave abuse, the employee may be placed on an attendance management plan, which will require the employee to submit verification from a medical provider for all future use of sick leave. 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*

All eligible full-time employees 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 but a cap exists for payoff purposes (see Section 5.1.6). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 *Use of Sick Leave*

An employee may use accrued sick leave during their probationary period. 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, any unmarried 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 for any physical incapacity of the employee resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations; or
3. Medical appointments that cannot be scheduled during non-working hours.

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*

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*

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of

accumulated, unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 5.1.5 regarding service credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted each eligible employee. Vacation leave accrual shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave subject to the approval of the Department Director.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. Each service year in the chart begins on the first working day and ends on the last day of the service year:

Service Year	Annual Hours (37.50 Hr)	Hours Per Month (37.50 Hr)	Annual Hours (35 Hr)	Hours Per Month (35 Hr)
1	75.000 hours	6.2500 hours	70.000 hours	5.8333 hours
2	75.000 hours	6.2500 hours	70.000 hours	5.8333 hours
3	75.000 hours	6.2500 hours	70.000 hours	5.8333 hours
4	112.500 hours	9.3750 hours	105.000 hours	8.7500 hours
5	117.867 hours	9.8222 hours	110.250 hours	9.1875 hours
6	123.234 hours	10.2695 hours	115.500 hours	9.6250 hours
7	128.601 hours	10.7167 hours	120.750 hours	10.0625 hours
8	133.968 hours	11.1640 hours	126.000 hours	10.5000 hours
9	139.335 hours	11.6110 hours	131.250 hours	10.9375 hours
10	144.702 hours	12.0580 hours	136.500 hours	11.3750 hours
11	150.000 hours	12.5000 hours	140.000 hours	11.6667 hours
12	157.500 hours	13.1250 hours	147.000 hours	12.2500 hours
13	165.000 hours	13.7500 hours	154.000 hours	12.8333 hours
14	172.500 hours	14.3750 hours	161.000 hours	13.4167 hours
15	180.000 hours	15.0000 hours	168.000 hours	14.0000 hours
16 plus	187.500 hours	15.6250 hours	175.000 hours	14.5833 hours

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.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part-time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

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.

In the event that 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 who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

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 be in both paid status on the day before the holiday and the day after the holiday.

All employees who are eligible for compensation for the paid 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 the employee and supervisor, an employee working an alternative work schedule 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 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
July 4 th Holiday	Independence Day
June 19 th	Juneteenth
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 provided in January of each year. Floating holidays not used by the end of the calendar year are added to employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVE

5.4.1 *Personal Leave – Supervisory Unit*

Up to two (2) days of Personal Leave per fiscal year shall be granted to Supervisory Unit employees, with prior supervisory approval. Employees must submit leave requests two (2) weeks in advance. Unused Personal Leave does not carry over and cannot be cashed out.

5.4.2 *Safety Holiday*

A Safety Holiday Incentive Program is established for maintenance employees. Employees will be placed in one of the following units. The units are: (1) Park Division; (2) Street Division; (3) Sewer Division; (4) Garage Division; (5) Building Maintenance Division; or (6) Community Services Custodians. For part-time employees in these units who are eligible for benefits, any safety holiday will be pro-rated. If all employees of a designated unit complete six (6) months without a work-related injury or illness resulting in one full day of lost time, a Safety Holiday will be granted to all employees of that unit, with specific time off granted with prior Supervisory approval. Note: Multiple days of lost time for the same injury or illness shall be considered as one incident.

5.4.3 *Bereavement Leave*

The City recognizes that the death of a family member is a time of grief and stress and will act in a compassionate matter. In the event of the death of an employee's spouse, child, parent, sibling, registered domestic partner, grandchild, grandparent, parent in-laws, or 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 paid bereavement leave per occurrence. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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. No request shall be unreasonably denied, and the City agrees to collaborate with the employee to find a resolution.

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 Intranet (<https://intranet.cityofsanrafael.org>).

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 available, proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.8 *Family Medical Leave*

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

5.4.10 *Emergency/Smoke Leave*

In the event that an emergency is declared that impacts City facilities or operations and results in the closure of any facilities, employees regularly assigned to work in a closed worksite may be required to report to a worksite other than their regular worksite to assist in emergency duties or to a non-impacted worksite for regular duties at the discretion of the City.

If employees are not assigned to a non-impacted worksite or assigned to assist in emergency duties, they shall be granted leave up to 10 days in any calendar year and compensated for their regularly scheduled work day with no adverse effect to the employee.

This provision applies to Federal, State, County, or City declared emergencies or to other non-declared circumstances that result in the closure of City facilities.

For up to 30 days during a required residential evacuation that has resulted from an above-declared emergency without additional approval from the Department Head, no employee shall be penalized for their inability to report to their worksite.

Employees who notify their supervisors that they are subject to a required residential evacuation resulting from a Federal, State, County, or City declared emergency shall not be disciplined for their inability to report to their worksite for the duration of the required residential evacuation.

5.4.11 *Paid Parental Leave*

Eligibility:

Effective July 1, 2024 any full time, regular or probationary 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.
8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

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.

5.4.12 *End of Life Care Leave*

Eligibility:

Effective July 1, 2024 any full time, regular or probationary 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.
6. 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.
7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

Except for full-time Child Care Instructors I/II, the WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. The WORK WEEK for full-time Child Care Instructors I/II will reflect thirty-five (35) hours per week. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day for 37.50 hour employees and 7.0 hours per day for 35-hour employees. The 37.5-hour work week will begin July 1, 2013, at which time employees shall return to the work schedule worked prior to implementation of the 37.5-hour (or 35-hour) work week, unless otherwise arranged with the Department Head.

6.1.1 Consecutive Two-Day Weekends

When a library employee who traditionally works Monday-Friday is scheduled to work on a weekend, the City will provide the option for the employee to receive 2 consecutive days off work during that same workweek.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one-half (37.5) hours in a regular work week, or seven and one-half hours (7.5) in one work day or regularly scheduled shift. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications (may vary depending on the emergency but primarily relates to job classifications in the Street Division of Public Works) to report to work in overtime status to address the emergency.

6.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

6.3.1 *Accrual Limit*

Employees may accrue up to 115 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

6.3.2 *Overtime Rate*

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

6.4 STAND BY OR CALL BACK DUTY

6.4.1 *Compensation When Assigned to Standby Duty – All Departments except Sanitation*

Miscellaneous and Supervisory employees assigned standby duty on Saturday, Sunday or a day designated as an authorized holiday by the City Council shall be compensated at the rate of six (6) hours of their base salary for each day of standby duty. To identify employees eligible for standby covering holidays, the City and Union acknowledge standby eligibility shall rotate at the beginning of the work shift each Wednesday.

Weekend duty will start at the end of the last shift of the employee's designated workweek and will end at the beginning of the first shift of the employee's following designated workweek. On holidays during the week, duty will start at the end of the employee's designated work shift on the day before the designated holiday and will end at the beginning of the employee's designated work shift on the next regular work day, or the employee will receive compensatory time off on a straight time basis. At the time of accrual, the employee will designate either salary or compensatory time. Compensatory time off must be approved in accordance with normal leave request procedures.

6.4.2 *Compensation When Assigned to Standby Duty – Sanitation Department*

Weekend standby duty shall start at the end of the employee's shift on Friday and end at the beginning of the employee's shift on Monday. Miscellaneous and Supervisory employees assigned to weekend standby duty shall be compensated at the rate of sixteen (16) hours of

their base salary (two (2) hours for the end of the employee's shift on Friday through 11:59 pm on Friday, six (6) hours for 12 am to 11:59 pm on Saturday, six (6) hours for 12 am to 11:59 pm on Sunday, and two (2) hours for 12 am on Monday through the start of the employee's shift on Monday).

Miscellaneous and Supervisory employees assigned standby duty on a day designated as an authorized holiday by the City Council shall be compensated at the rate of six (6) hours of their base salary for each day of holiday standby duty. Any holiday that falls on a day of the week that is contiguous with a weekend (Friday, Monday or Thanksgiving) will be covered by the employee on duty for the weekend standby shift. An employee assigned to standby duty for a weekend that includes one or more holidays will be paid their regular standby pay for the weekend in addition to their regular standby pay for any holiday assigned.

Standby duty during the week (Monday-Thursday) is normally assigned to the Operations & Maintenance Manager. If the Operations & Maintenance Manager is unable to cover a work week (Monday-Thursday) shift, it may be assigned to the Sewers Maintenance Supervisor or eligible maintenance worker, from the end of their shift until the beginning of the next operational shift. The employee who is assigned to a work week (Monday-Thursday) shift will be compensated at the rate of two (2) hours of their base salary.

In lieu of being assigned a commuter vehicle, the Sewers Maintenance Supervisor shall receive a monthly commuter allowance of \$250.00 per pay period.

On holidays during the week (Tuesday-Thursday), standby duty will start at the end of shift on the day before the designated holiday and will end at the beginning of shift on the next regular work day. At the time of accrual, the employee will designate either salary or compensatory time. Compensatory time off must be approved in accordance with normal leave request procedures. Any holiday that falls on a day which is not contiguous with a weekend will be assigned to eligible employees on a rotating basis.

6.4.3 Compensation When Not Assigned to Call Back Duty

When an employee not assigned to standby duty is called back to duty, the employee shall receive compensation for a minimum of four (4) hours.

6.4.4 Minimum Payment for Call Out

Employees on standby duty who are called out and required to work shall be paid a minimum of two (2) hours at the rate of time and one half, for each time they are called out.

6.4.5 Standby Residency and Cell Phones

The residency requirement for standby personnel shall include those individuals who live within a sixty (60) minute travel distance from the Corporation Yard. Cell phones shall be provided to those persons on standby. Standby duty is assigned on a rotating basis.

A Miscellaneous or Supervisory Unit employee within the residency area shall be considered eligible for standby duty. This includes all holidays that may fall within the assigned standby duty period.

If an employee is sick or has scheduled time off, standby will move to the next person on the list that is available and qualified. Determination of whether an employee is qualified is made by the Supervisor or Operations and Maintenance Manager. It is noted this list was originally established by knowledge and that new employees are placed at the bottom of the list.

6.5 DOT AND CLASS B REQUIREMENTS

Employees in the following job classes are covered by this DOT policy and are subject to the terms and conditions of the City's DOT Policy:

<ul style="list-style-type: none"> ▪ Street Maintenance Worker I/II* ▪ Street Maintenance Worker III ▪ Street Lead Maintenance Worker ▪ Street Maintenance Supervisor ▪ Park Equipment Mechanic ▪ Parks Lead Maintenance Worker ▪ Vehicle Equipment Mechanic I** ▪ Vehicle Equipment Mechanic II 	<ul style="list-style-type: none"> ▪ Equipment Service Attendant ▪ Supervising Vehicle Equipment Mechanic ▪ Sewer Maintenance Worker I** ▪ Sewer Maintenance Worker II ▪ Sewer Maintenance Worker III ▪ Sewer Maintenance Supervisor ▪ Sewer Maintenance Superintendent
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* Street Maintenance Worker I/II hired before September 1, 2009 had the option to sign a document stating that they would obtain a Class B license and thus participate in the DOT program within 6 months from October 1, 2009. If the employee elects to obtain and maintain a Class B license, they are in the program for the duration of their employment in the position. If assigned to a Class B task, these employees will receive out of class pay for the day (s) they were required to drive a Class B vehicle.

** Must obtain Class B license within one year of date of hire and become subject to DOT when license is obtained.

Effective September 1, 2009, employees hired or promoted into a Street Maintenance Worker II position will be required to possess a Class B license and participate in the DOT Program. These employees will not receive out of class pay when required to drive a Class B Vehicle.

Street Maintenance Worker I employees can opt in to the DOT program upon appointment if they possess a Class B license or if they obtain the Class B license on their own.

Class B license is not a requirement for the Park Maintenance Worker I/II classification. Parks Maintenance Worker I/II employees who possess or obtain a Class B license can opt in to the DOT program. If an employee opts into the DOT program, they will be covered by the DOT Policy and are subject to the terms and conditions of the City's DOT Policy. If enrolled in the DOT program and assigned to a Class B task, these employees who have the Class B license will receive out of class pay for the day(s) they were required to drive a Class B vehicle.

6.6 PROBATIONARY PERIOD

6.6.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.6.2 Length of Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year. Employees shall receive one written Probationary Evaluation from their immediate supervisor during the Probationary Period, preferably at the midway point.

6.6.3 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.6.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director of their intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify employee in writing of the rejection.

6.6.5 *Extension of Probationary Period*

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.6.6 *Regular Status*

Regular status shall commence with the day following the expiration date of the probationary period.

6.6.7 *Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher position classification provided they are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.6.8 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.6.9 *Lateral Transfer Probation*

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.6.8.

6.7 TRANSFERS / REASSIGNMENTS

6.7.1 *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. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. 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.

6.7.2 Minimum Qualifications & Probation

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

6.7.3 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 who have completed their initial probation 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.

6.8 PERSONNEL RULES & REGULATIONS

Employees covered by this MOU agree to follow the City's Personnel Rules and Regulations located on the City's Intranet website.

6.8.1 Drug & Alcohol Policy

The City and the Union agree to the non-DOT general drug and alcohol policy. A copy is available with the City's policies and on the City's Intranet website. (Safety sensitive job classes are covered by the DOT Drug and Alcohol Policy previously agreed to by both parties and located on the City's Intranet website).

6.8.2 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.

6.8.3 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.

6.8.4 Outside Employment Policy

Outside Employment shall be in accordance with the City's Outside Employment Policy which is available on the City's Intranet website.

6.8.5 Use of City Vehicle

Public Works Supervisors, at the direction of the Department Director, will be allowed to take a City vehicle home in emergency conditions.

6.8.6 Wireless Communication Policy

Union members agree to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet Website. Upon recommendation of the Department Director, the City will provide Bluetooth devices to those employees who are required to use their City cell phone while driving during the course of business.

6.8.7 Safety Policy

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.8.8 Materials Relating to Disciplinary Action

Except for the specific disciplinary matters provided below, reprimands and suspensions of less than five (5) days in the employee's personnel file which have been in the file three (3) years or more shall not be used unless the materials relate to conduct that reoccurred within three (3) years of the first incident.

At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based. Performance evaluations are excluded from this provision.

Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use of being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status will not be removed from the employee's personnel file.

6.8.9 CPR / First Aid Training

An annual program for cardiopulmonary resuscitation (CPR) and First Aid certification will be provided for persons working as Childcare Directors and Instructors II.

6.8.10 Childcare Division Employee Program Discount

All Childcare staff with children enrolled in any City of San Rafael Childcare Division program will receive a 50% discount on program fees based on their level of enrollment. All policies regarding admission and attendance in the Childcare Program will continue to apply to Childcare staff in accordance with the Childcare Division Parent Handbook and Childcare Staff Handbook.

6.9 MISCELLANEOUS

6.9.1 Hazardous Materials

Maintenance employees in the Union will be provided with the necessary training associated with what is termed first responder awareness level. First responders at this level (awareness only) are those who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response operations level. "Awareness" individuals take no action beyond notifying the designated authorities of the release. The on-duty Fire Battalion Chief is the Incident Commander in the event of a hazardous material release.

It is understood and agreed by both parties that maintenance employees in this Union do not have any responsibility to clean up, mitigate or otherwise dispose of hazardous materials. The Fire Department personnel and/or contract personnel have the direct responsibility of dealing with hazardous materials.

Maintenance employees of this Union do have direct responsibility to handle (clean up, mitigate, transport, dispose of, etc.) petroleum products such as diesel fuel gasoline, drain oil, and the like.

Streets, Parks Maintenance, and Facilities employees of this Union have direct responsibility to handle (clean up, mitigate, transport, dispose of, etc.) needles and oil spills.

6.9.2 Gratuities / Solicitation of Contributions

Gratuities and/or solicitation of contributions are not allowed.

6.9.3 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.

6.9.4 Political Activity

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

6.9.5 Employment of Relatives

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.9.6 Labor / Management Meetings

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

The committee shall be comprised of three (3) representatives from the Miscellaneous and Supervisory Units and three (3) from City Management as well as the SEIU Field Representative and the Human Resources Director. 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. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.9.7 Contract Orientation Work Sessions

The City and the Union agree that the individuals having responsibility for the enforcement of the Agreement, Union Stewards 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.

6.9.8 Temp Seasonal Employees

Both the City of San Rafael and SEIU 1021 recognize the valid, necessary reasons for appropriate temporary, seasonal, retiree, and fixed-term work. The City follows the Resolution of the City Council of the City of San Rafael adopting a temporary, seasonal, retiree, fixed-term salary and benefit plan. The City shall make its best efforts, with consideration to the fiscal condition of the City, to continue to transition temporary positions that are used in a recurring,

routine manner and perform work typically accomplished by SEIU classifications throughout the term of the agreement, to regular City positions.

6.9.9 *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.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 *Demotion*

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform their required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which they do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3 Disciplinary Action.

7.1.2 *Suspension*

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with Article 7.3 Disciplinary Action.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 *Resignation*

An employee wishing to leave City service in good standing shall file with their immediate supervisor, at least fourteen (14) days before leaving service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and Human Resources Department.

7.2.2 *Termination - Layoff (Lack of work or funds)*

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

7.2.3 *Termination - Disciplinary Action*

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3 Disciplinary Action.

7.2.4 *Retirement*

Retirement from City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

7.2.5 *Job Abandonment*

Absence from duty without authorization for any period of time may be cause for disciplinary action. Absence from duty without authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be grounds for termination. The employee and the Union shall be notified by certified mail of proposed termination prior to the effective date of termination.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations, or for engaging, during the term of this Memorandum of Understanding, in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding, except where permitted by law. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal/termination, demotion, reduction in wage, suspension resulting in loss of pay, and written reprimand.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

7.3.2 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. The Department Director's decision shall be final for written reprimands.

If no written appeal is filed within five (5) days, the employee shall be deemed to have waived their right to proceed to Step 4 of the Grievance Procedure.

7.3.3 *Disciplinary Action and Appeal*

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Such notification shall be issued in writing within 10 days of the meeting.

If the employee elects to appeal the Department Director action, they may request a confidential settlement conference with the City Manager. Participation in the confidential settlement conference shall be voluntary. If the matter is still unresolved after the confidential settlement conference, the employee shall notify the City within ten (10) days that the matter is appealed to Step 4 (Arbitration) of the Grievance Procedure. The matter shall then proceed in accordance with the Grievance Procedure. The City Manager's decision shall be final for suspensions of five (5) days or less.

7.3.4 *Harassment Policy*

It is the City's intent and purpose to provide all officials, employees, applicants and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

7.4 GRIEVANCE PROCEDURE

7.4.1 *Definition*

1. **Grievance** is a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, except issues concerning appeals of punitive action, which are governed by Sections 7.1, 7.2 and 7.3 of this Memorandum. A dispute regarding the interpretation of the City's Personnel Rules and Regulations is subject to the grievance procedure up to Step 3 (City Manager). 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.
2. **Day** shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
3. **Grievant** may be an individual employee or a group of employees or the Union on behalf of a group of employees or the Union on its own behalf on matters involving the City and Union relationship.
4. **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 *Procedure*

Step 1.

Within seven (7) 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 five (5) 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 five (5) 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 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 ten (10) 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 five (5) days appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) days thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the City's Human Resources Department within ten (10) days after the receipt of the response in Step 3, notify the City that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

7.4.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and they may call, recall and examine witnesses, as they deem proper.

The burden of proof shall be upon the Union in grievance matters and upon the City in disciplinary/discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, the Union and any employee(s) involved in the grievance or disciplinary matter.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of disciplinary/discharge matter whether the City allegations are accurate and the appropriateness of the disciplinary penalty.

The fees and expenses of the arbitrator shall be shared equally by the Union and the City. All other expenses shall be borne by the party incurring them. The cost of the services of court

reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared equally.

7.4.4 General Provisions

1. 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 Union or the City.
2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
3. If the City management fails to respond within the specified time limits, the grievance shall, at the request of the Union, be moved to the next step of the procedure. If the Union 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.
4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
5. The Human Resources Department shall act as the central repository for all grievances.
6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the Union 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.

7.5 POSITION RECLASSIFICATION

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website.

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and SEIU 1021 recognize the unpredictable changes in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and SEIU 1021 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 City shall meet and consult with the Union at least 60 days prior to implementation of the Furlough Program. 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).

7.6.1 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. An employee selecting at least a 5% reduction of hours through the VTO would receive "float days" as described in 6.6.2. (4.b.).

3. 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.
4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence cannot be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 *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) and after consultation with the union.

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 not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. 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.
3. MTO time shall apply toward time in service for step increases and completion of probation.
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 and the Union agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 *Authority*

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.7.2 Notice

Regular 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 employee organization shall also be so notified.

7.7.3 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. Extra hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full time permanent employee.

7.7.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced 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 factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level for which they meet the minimum qualifications, or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

7.7.6 Transfer Rights

The Human Resources Director 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. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.2, but no longer than the effective date of such layoff or reduction.

7.7.7 Layoff Procedure Notification

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the Union to review and receive feedback on the procedure to be used to inform and process those classifications and individuals who are determined to be laid off. The information gained in this meeting from the Union by the City will be advisory and not binding.

7.8 RE-EMPLOYMENT

7.8.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.8.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.8.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and shall be removed from the re-employment list.

7.8.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.8.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.8.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

SEIU LOCAL 1021:

CITY OF SAN RAFAEL:

Aaron Burton, Field Representative
SEIU Local 1021

Tim Davis, Chief Negotiator
City of San Rafael

Jana Blunt, Field Representative
SEIU Local 1021

Kenny Gatlin, Chapter President
SEIU Local 1021

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2024

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,720	\$ 7,056	\$ 7,409	\$ 7,779	\$ 8,168
7240	Accountant II	\$ 7,057	\$ 7,409	\$ 7,780	\$ 8,169	\$ 8,577
7200	Accounting Assistant I	\$ 4,895	\$ 5,139	\$ 5,396	\$ 5,666	\$ 5,949
7201	Accounting Assistant II	\$ 5,391	\$ 5,661	\$ 5,944	\$ 6,241	\$ 6,553
7300	Senior Accounting Assistant	\$ 5,944	\$ 6,241	\$ 6,553	\$ 6,881	\$ 7,225
7299	Accounting Technician	\$ 6,722	\$ 7,058	\$ 7,411	\$ 7,782	\$ 8,171
7205	Administrative Analyst	\$ 6,352	\$ 6,670	\$ 7,003	\$ 7,353	\$ 7,721
7211	Administrative Assistant I	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873	\$ 6,166
7212	Administrative Assistant II	\$ 5,594	\$ 5,873	\$ 6,167	\$ 6,475	\$ 6,799
7295	Senior Administrative Assistant	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972	\$ 7,321
7216	Administrative Assistant to the City Clerk	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972	\$ 7,321
7210	Assistant Planner	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317	\$ 8,733
7208	Associate Planner	\$ 7,929	\$ 8,325	\$ 8,741	\$ 9,179	\$ 9,637
7217	Building Inspector I	\$ 6,510	\$ 6,836	\$ 7,178	\$ 7,536	\$ 7,913
7218	Building Inspector II	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317	\$ 8,733
7220	Business License Examiner	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552	\$ 6,880
9352	Child Care Director	\$ 5,043	\$ 5,295	\$ 5,560	\$ 5,838	\$ 6,130
9351	Child Care Instructor I	\$ 2,820	\$ 2,961	\$ 3,109	\$ 3,264	\$ 3,427
9350	Child Care Instructor II	\$ 3,619	\$ 3,800	\$ 3,990	\$ 4,190	\$ 4,399
7222	Code Enforcement Official I	\$ 5,215	\$ 5,476	\$ 5,750	\$ 6,038	\$ 6,339
7223	Code Enforcement Official II	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662	\$ 6,995
7380	Code Enforcement Official III	\$ 6,835	\$ 7,176	\$ 7,535	\$ 7,912	\$ 8,307
2119	Construction Inspector - SRSD	\$ 7,076	\$ 7,430	\$ 7,802	\$ 8,192	\$ 8,601
7224	Custodian	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623	\$ 5,904
4210	Data Analyst I	\$ 7,339	\$ 7,706	\$ 8,091	\$ 8,496	\$ 8,920
4211	Data Analyst II	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345	\$ 9,812
4212	Data Analyst III	\$ 8,880	\$ 9,324	\$ 9,790	\$ 10,280	\$ 10,794
7226	Deputy City Clerk I	\$ 6,174	\$ 6,483	\$ 6,807	\$ 7,147	\$ 7,505
3702	Deputy City Clerk II	\$ 7,505	\$ 7,879	\$ 8,273	\$ 8,687	\$ 9,121
7120	Emergency Management Coordinator	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810	\$ 7,151
7121	Environmental Management Coordinator	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810	\$ 7,151
7232	Facility Repair Supervisor	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952	\$ 9,399
7291	Facility Repair Worker I	\$ 5,487	\$ 5,762	\$ 6,050	\$ 6,352	\$ 6,670
7233	Facility Repair Worker II	\$ 6,052	\$ 6,354	\$ 6,672	\$ 7,006	\$ 7,356
7294	Facility Repair Worker III	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916
7108	Fire Prevention Inspector I	\$ 8,226	\$ 8,638	\$ 9,070	\$ 9,523	\$ 9,999
7107	Fire Prevention Inspector II	\$ 9,069	\$ 9,522	\$ 9,998	\$ 10,498	\$ 11,023
7298	IT Help Desk Supervisor	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345	\$ 9,812
7243	Librarian I	\$ 6,716	\$ 7,052	\$ 7,404	\$ 7,775	\$ 8,163
7244	Librarian II	\$ 7,055	\$ 7,408	\$ 7,778	\$ 8,167	\$ 8,575
2404	Library Aide	\$ 3,219	\$ 3,380	\$ 3,549	\$ 3,727	\$ 3,913
7246	Library Assistant I	\$ 4,422	\$ 4,643	\$ 4,875	\$ 5,119	\$ 5,375
7247	Library Assistant II	\$ 5,001	\$ 5,251	\$ 5,513	\$ 5,789	\$ 6,079
2405	Library Tech Services Supervisor	\$ 6,394	\$ 6,714	\$ 7,049	\$ 7,402	\$ 7,772

EXHIBIT A

7292	Literacy Program Supervisor	\$ 7,783	\$ 8,173	\$ 8,581	\$ 9,010	\$ 9,461
7249	Mail and Stores Clerk	\$ 4,384	\$ 4,603	\$ 4,833	\$ 5,075	\$ 5,329
7255	Network Analyst	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,497	\$ 8,922
7274	Network Support Technician	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499	\$ 6,824
7285	Office Assistant I	\$ 4,175	\$ 4,383	\$ 4,603	\$ 4,833	\$ 5,074
7284	Office Assistant II	\$ 4,716	\$ 4,952	\$ 5,199	\$ 5,459	\$ 5,732
7256	Park Equipment Mechanic	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
7257	Parking Attendant I	\$ 2,390	\$ 2,509	\$ 2,635	\$ 2,767	\$ 2,905
7275	Parking Attendant II	\$ 2,632	\$ 2,764	\$ 2,902	\$ 3,047	\$ 3,199
6208	Parking Enforcement Officer	\$ 5,830	\$ 6,122	\$ 6,428	\$ 6,749	\$ 7,087
6212	Parking Equipment Technician	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,512	\$ 6,837
6209	Parking Maintenance & Collections	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,837
6211	Parking Operations Supervisor	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,951	\$ 9,399
7258	Parks & Graffiti Worker	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201
2123	Parks Lead Maintenance Worker	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916
7271	Parks Maintenance Supervisor	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952	\$ 9,399
7236	Parks Maintenance Worker I	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7238	Parks Maintenance Worker II	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
7296	Permit Services Coordinator	\$ 7,755	\$ 8,143	\$ 8,550	\$ 8,978	\$ 9,426
7396	Permit Services Supervisor	\$ 8,725	\$ 9,161	\$ 9,620	\$ 10,101	\$ 10,606
7196	Permit Technician I	\$ 5,381	\$ 5,650	\$ 5,933	\$ 6,229	\$ 6,541
7197	Permit Technician II	\$ 5,919	\$ 6,215	\$ 6,525	\$ 6,852	\$ 7,194
7198	Permit Technician III	\$ 6,511	\$ 6,836	\$ 7,178	\$ 7,537	\$ 7,914
7261	Planning Technician	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499	\$ 6,824
9453	Principal Planner	\$ 10,378	\$ 10,897	\$ 11,442	\$ 12,014	\$ 12,614
7234	Printing Press Operator	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319	\$ 6,635
7305	Program Analyst	\$ 6,967	\$ 7,315	\$ 7,681	\$ 8,065	\$ 8,468
1201	Program Coordinator	\$ 5,900	\$ 6,195	\$ 6,505	\$ 6,830	\$ 7,171
7290	Public Works Dispatcher	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
7253	Public Works Inspector	\$ 6,433	\$ 6,755	\$ 7,092	\$ 7,447	\$ 7,819
7263	Revenue Supervisor	\$ 8,574	\$ 9,002	\$ 9,453	\$ 9,925	\$ 10,421
2309	Senior Building Inspector	\$ 8,528	\$ 8,955	\$ 9,403	\$ 9,873	\$ 10,366
7265	Senior Library Assistant	\$ 5,252	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383
7264	Senior Planner	\$ 8,972	\$ 9,421	\$ 9,892	\$ 10,387	\$ 10,906
2204	Sewer Lead Maintenance Worker	\$ 7,182	\$ 7,541	\$ 7,918	\$ 8,314	\$ 8,729
7266	Sewer Maintenance Worker I	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,672	\$ 7,006
7267	Sewer Maintenance Worker II	\$ 6,203	\$ 6,513	\$ 6,839	\$ 7,180	\$ 7,539
7281	Sewers Supervisor	\$ 8,118	\$ 8,524	\$ 8,950	\$ 9,398	\$ 9,868
7269	Shop & Equipment Supervisor	\$ 7,733	\$ 8,120	\$ 8,525	\$ 8,952	\$ 9,399
7280	Street Lead Maintenance Worker	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916
7209	Street Maintenance Supervisor	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952	\$ 9,399
7250	Street Maintenance Worker I	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7251	Street Maintenance Worker II	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
7283	Street Sweeper Operator	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837	\$ 7,179
8523	Supervising Parking Enforcement Officer	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,590	\$ 7,970
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,841	\$ 7,183	\$ 7,542	\$ 7,919	\$ 8,315
7286	Vehicle/Equipment Mechanic I	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,673	\$ 7,006
7287	Vehicle/Equipment Mechanic II	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
2131	Volunteer Program Assistant	\$ 5,689	\$ 5,973	\$ 6,272	\$ 6,586	\$ 6,915

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2025

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,989	\$ 7,338	\$ 7,705	\$ 8,090	\$ 8,495
7240	Accountant II	\$ 7,339	\$ 7,706	\$ 8,091	\$ 8,496	\$ 8,920
7200	Accounting Assistant I	\$ 5,090	\$ 5,345	\$ 5,612	\$ 5,893	\$ 6,187
7201	Accounting Assistant II	\$ 5,607	\$ 5,887	\$ 6,182	\$ 6,491	\$ 6,815
7300	Senior Accounting Assistant	\$ 6,182	\$ 6,491	\$ 6,815	\$ 7,156	\$ 7,514
7299	Accounting Technician	\$ 6,991	\$ 7,340	\$ 7,707	\$ 8,093	\$ 8,497
7205	Administrative Analyst	\$ 6,606	\$ 6,936	\$ 7,283	\$ 7,647	\$ 8,030
7211	Administrative Assistant I	\$ 5,276	\$ 5,540	\$ 5,817	\$ 6,108	\$ 6,413
7212	Administrative Assistant II	\$ 5,817	\$ 6,108	\$ 6,414	\$ 6,734	\$ 7,071
7295	Senior Administrative Assistant	\$ 6,264	\$ 6,577	\$ 6,906	\$ 7,251	\$ 7,614
7216	Administrative Assistant to the City Clerk	\$ 6,264	\$ 6,577	\$ 6,906	\$ 7,251	\$ 7,614
7210	Assistant Planner	\$ 7,472	\$ 7,845	\$ 8,238	\$ 8,650	\$ 9,082
7208	Associate Planner	\$ 8,246	\$ 8,658	\$ 9,091	\$ 9,546	\$ 10,023
7217	Building Inspector I	\$ 6,771	\$ 7,109	\$ 7,465	\$ 7,838	\$ 8,230
7218	Building Inspector II	\$ 7,472	\$ 7,845	\$ 8,238	\$ 8,650	\$ 9,082
7220	Business License Examiner	\$ 5,886	\$ 6,181	\$ 6,490	\$ 6,814	\$ 7,155
9352	Child Care Director	\$ 5,346	\$ 5,613	\$ 5,893	\$ 6,188	\$ 6,498
9351	Child Care Instructor I	\$ 2,989	\$ 3,138	\$ 3,295	\$ 3,460	\$ 3,633
9350	Child Care Instructor II	\$ 3,837	\$ 4,028	\$ 4,230	\$ 4,441	\$ 4,663
7222	Code Enforcement Official I	\$ 5,424	\$ 5,695	\$ 5,980	\$ 6,279	\$ 6,593
7223	Code Enforcement Official II	\$ 5,985	\$ 6,284	\$ 6,598	\$ 6,928	\$ 7,275
7380	Code Enforcement Official III	\$ 7,108	\$ 7,463	\$ 7,837	\$ 8,228	\$ 8,640
2119	Construction Inspector - SRSD	\$ 7,359	\$ 7,727	\$ 8,114	\$ 8,519	\$ 8,945
7224	Custodian	\$ 5,052	\$ 5,304	\$ 5,569	\$ 5,848	\$ 6,140
4210	Data Analyst I	\$ 7,632	\$ 8,014	\$ 8,415	\$ 8,835	\$ 9,277
4211	Data Analyst II	\$ 8,396	\$ 8,815	\$ 9,256	\$ 9,719	\$ 10,205
4212	Data Analyst III	\$ 9,235	\$ 9,697	\$ 10,182	\$ 10,691	\$ 11,225
7226	Deputy City Clerk I	\$ 6,421	\$ 6,742	\$ 7,079	\$ 7,433	\$ 7,805
3702	Deputy City Clerk II	\$ 7,805	\$ 8,195	\$ 8,604	\$ 9,034	\$ 9,486
7120	Emergency Management Coordinator	\$ 6,118	\$ 6,424	\$ 6,745	\$ 7,083	\$ 7,437
7121	Environmental Management Coordinator	\$ 6,118	\$ 6,424	\$ 6,745	\$ 7,083	\$ 7,437
7232	Facility Repair Supervisor	\$ 8,042	\$ 8,444	\$ 8,866	\$ 9,310	\$ 9,775
7291	Facility Repair Worker I	\$ 5,707	\$ 5,992	\$ 6,292	\$ 6,606	\$ 6,937
7233	Facility Repair Worker II	\$ 6,294	\$ 6,608	\$ 6,939	\$ 7,286	\$ 7,650
7294	Facility Repair Worker III	\$ 6,773	\$ 7,112	\$ 7,468	\$ 7,841	\$ 8,233
7108	Fire Prevention Inspector I	\$ 8,556	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399
7107	Fire Prevention Inspector II	\$ 9,432	\$ 9,903	\$ 10,398	\$ 10,918	\$ 11,464
7298	IT Help Desk Supervisor	\$ 8,396	\$ 8,815	\$ 9,256	\$ 9,719	\$ 10,205
7243	Librarian I	\$ 7,119	\$ 7,475	\$ 7,849	\$ 8,241	\$ 8,653
7244	Librarian II	\$ 7,478	\$ 7,852	\$ 8,245	\$ 8,657	\$ 9,090
2404	Library Aide	\$ 3,412	\$ 3,583	\$ 3,762	\$ 3,950	\$ 4,148
7246	Library Assistant I	\$ 4,687	\$ 4,922	\$ 5,168	\$ 5,426	\$ 5,698
7247	Library Assistant II	\$ 5,301	\$ 5,566	\$ 5,844	\$ 6,137	\$ 6,443
2405	Library Tech Services Supervisor	\$ 6,778	\$ 7,116	\$ 7,472	\$ 7,846	\$ 8,238

EXHIBIT A

7292	Literacy Program Supervisor	\$ 8,250	\$ 8,663	\$ 9,096	\$ 9,551	\$ 10,028
7249	Mail and Stores Clerk	\$ 4,559	\$ 4,787	\$ 5,027	\$ 5,278	\$ 5,542
7255	Network Analyst	\$ 7,634	\$ 8,015	\$ 8,416	\$ 8,837	\$ 9,279
7274	Network Support Technician	\$ 5,839	\$ 6,131	\$ 6,437	\$ 6,759	\$ 7,097
7285	Office Assistant I	\$ 4,342	\$ 4,559	\$ 4,787	\$ 5,026	\$ 5,277
7284	Office Assistant II	\$ 4,905	\$ 5,150	\$ 5,407	\$ 5,678	\$ 5,962
7256	Park Equipment Mechanic	\$ 6,611	\$ 6,941	\$ 7,288	\$ 7,653	\$ 8,035
7257	Parking Attendant I	\$ 2,486	\$ 2,610	\$ 2,740	\$ 2,877	\$ 3,021
7275	Parking Attendant II	\$ 2,737	\$ 2,874	\$ 3,018	\$ 3,169	\$ 3,327
6208	Parking Enforcement Officer	\$ 6,064	\$ 6,367	\$ 6,685	\$ 7,019	\$ 7,370
6212	Parking Equipment Technician	\$ 5,850	\$ 6,142	\$ 6,450	\$ 6,772	\$ 7,111
6209	Parking Maintenance & Collections	\$ 5,850	\$ 6,142	\$ 6,449	\$ 6,772	\$ 7,110
6211	Parking Operations Supervisor	\$ 8,042	\$ 8,444	\$ 8,866	\$ 9,310	\$ 9,775
7258	Parks & Graffiti Worker	\$ 5,306	\$ 5,571	\$ 5,850	\$ 6,142	\$ 6,449
2123	Parks Lead Maintenance Worker	\$ 6,773	\$ 7,112	\$ 7,468	\$ 7,841	\$ 8,233
7271	Parks Maintenance Supervisor	\$ 8,042	\$ 8,444	\$ 8,866	\$ 9,310	\$ 9,775
7236	Parks Maintenance Worker I	\$ 5,572	\$ 5,850	\$ 6,143	\$ 6,450	\$ 6,772
7238	Parks Maintenance Worker II	\$ 5,850	\$ 6,143	\$ 6,450	\$ 6,772	\$ 7,111
7296	Permit Services Coordinator	\$ 8,065	\$ 8,469	\$ 8,892	\$ 9,337	\$ 9,804
7396	Permit Services Supervisor	\$ 9,074	\$ 9,528	\$ 10,004	\$ 10,505	\$ 11,030
7196	Permit Technician I	\$ 5,596	\$ 5,876	\$ 6,170	\$ 6,478	\$ 6,802
7197	Permit Technician II	\$ 6,155	\$ 6,463	\$ 6,786	\$ 7,126	\$ 7,482
7198	Permit Technician III	\$ 6,771	\$ 7,110	\$ 7,465	\$ 7,839	\$ 8,231
7261	Planning Technician	\$ 5,839	\$ 6,131	\$ 6,437	\$ 6,759	\$ 7,097
9453	Principal Planner	\$ 10,793	\$ 11,333	\$ 11,899	\$ 12,494	\$ 13,119
7234	Printing Press Operator	\$ 5,677	\$ 5,961	\$ 6,259	\$ 6,572	\$ 6,901
7305	Program Analyst	\$ 7,246	\$ 7,608	\$ 7,988	\$ 8,388	\$ 8,807
1201	Program Coordinator	\$ 6,136	\$ 6,443	\$ 6,765	\$ 7,103	\$ 7,458
7290	Public Works Dispatcher	\$ 5,850	\$ 6,143	\$ 6,450	\$ 6,772	\$ 7,111
7253	Public Works Inspector	\$ 6,690	\$ 7,025	\$ 7,376	\$ 7,745	\$ 8,132
7263	Revenue Supervisor	\$ 8,917	\$ 9,363	\$ 9,831	\$ 10,322	\$ 10,838
2309	Senior Building Inspector	\$ 8,870	\$ 9,313	\$ 9,779	\$ 10,268	\$ 10,781
7265	Senior Library Assistant	\$ 5,567	\$ 5,845	\$ 6,137	\$ 6,444	\$ 6,766
7264	Senior Planner	\$ 9,331	\$ 9,798	\$ 10,288	\$ 10,802	\$ 11,342
2204	Sewer Lead Maintenance Worker	\$ 7,469	\$ 7,842	\$ 8,234	\$ 8,646	\$ 9,078
7266	Sewer Maintenance Worker I	\$ 5,994	\$ 6,294	\$ 6,609	\$ 6,939	\$ 7,286
7267	Sewer Maintenance Worker II	\$ 6,451	\$ 6,773	\$ 7,112	\$ 7,468	\$ 7,841
7281	Sewers Supervisor	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,263
7269	Shop & Equipment Supervisor	\$ 8,042	\$ 8,444	\$ 8,867	\$ 9,310	\$ 9,775
7280	Street Lead Maintenance Worker	\$ 6,773	\$ 7,112	\$ 7,468	\$ 7,841	\$ 8,233
7209	Street Maintenance Supervisor	\$ 8,042	\$ 8,444	\$ 8,866	\$ 9,310	\$ 9,775
7250	Street Maintenance Worker I	\$ 5,572	\$ 5,850	\$ 6,143	\$ 6,450	\$ 6,772
7251	Street Maintenance Worker II	\$ 5,850	\$ 6,143	\$ 6,450	\$ 6,772	\$ 7,111
7283	Street Sweeper Operator	\$ 6,143	\$ 6,450	\$ 6,772	\$ 7,111	\$ 7,466
8523	Supervising Parking Enforcement Officer	\$ 6,819	\$ 7,160	\$ 7,518	\$ 7,894	\$ 8,289
7288	Supervising Vehicle/Equipment Mechanic	\$ 7,114	\$ 7,470	\$ 7,843	\$ 8,236	\$ 8,647
7286	Vehicle/Equipment Mechanic I	\$ 5,995	\$ 6,294	\$ 6,609	\$ 6,939	\$ 7,286
7287	Vehicle/Equipment Mechanic II	\$ 6,610	\$ 6,941	\$ 7,288	\$ 7,652	\$ 8,035
2131	Volunteer Program Assistant	\$ 5,917	\$ 6,212	\$ 6,523	\$ 6,849	\$ 7,192

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2026

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 7,268	\$ 7,632	\$ 8,013	\$ 8,414	\$ 8,835
7240	Accountant II	\$ 7,632	\$ 8,014	\$ 8,415	\$ 8,835	\$ 9,277
7200	Accounting Assistant I	\$ 5,294	\$ 5,559	\$ 5,837	\$ 6,128	\$ 6,435
7201	Accounting Assistant II	\$ 5,831	\$ 6,123	\$ 6,429	\$ 6,750	\$ 7,088
7300	Senior Accounting Assistant	\$ 6,429	\$ 6,751	\$ 7,088	\$ 7,442	\$ 7,815
7299	Accounting Technician	\$ 7,271	\$ 7,634	\$ 8,016	\$ 8,417	\$ 8,837
7205	Administrative Analyst	\$ 6,870	\$ 7,214	\$ 7,575	\$ 7,953	\$ 8,351
7211	Administrative Assistant I	\$ 5,487	\$ 5,761	\$ 6,050	\$ 6,352	\$ 6,670
7212	Administrative Assistant II	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,004	\$ 7,354
7295	Senior Administrative Assistant	\$ 6,515	\$ 6,840	\$ 7,182	\$ 7,541	\$ 7,918
7216	Administrative Assistant to the City Clerk	\$ 6,515	\$ 6,840	\$ 7,182	\$ 7,541	\$ 7,918
7210	Assistant Planner	\$ 7,771	\$ 8,159	\$ 8,567	\$ 8,995	\$ 9,445
7208	Associate Planner	\$ 8,576	\$ 9,005	\$ 9,455	\$ 9,927	\$ 10,424
7217	Building Inspector I	\$ 7,042	\$ 7,394	\$ 7,763	\$ 8,151	\$ 8,559
7218	Building Inspector II	\$ 7,771	\$ 8,159	\$ 8,567	\$ 8,996	\$ 9,445
7220	Business License Examiner	\$ 6,122	\$ 6,428	\$ 6,749	\$ 7,087	\$ 7,441
9352	Child Care Director	\$ 5,666	\$ 5,950	\$ 6,247	\$ 6,559	\$ 6,887
9351	Child Care Instructor I	\$ 3,168	\$ 3,326	\$ 3,493	\$ 3,667	\$ 3,851
9350	Child Care Instructor II	\$ 4,067	\$ 4,270	\$ 4,484	\$ 4,708	\$ 4,943
7222	Code Enforcement Official I	\$ 5,641	\$ 5,923	\$ 6,219	\$ 6,530	\$ 6,857
7223	Code Enforcement Official II	\$ 6,224	\$ 6,536	\$ 6,862	\$ 7,206	\$ 7,566
7380	Code Enforcement Official III	\$ 7,392	\$ 7,762	\$ 8,150	\$ 8,557	\$ 8,985
2119	Construction Inspector - SRSD	\$ 7,654	\$ 8,036	\$ 8,438	\$ 8,860	\$ 9,303
7224	Custodian	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082	\$ 6,386
4210	Data Analyst I	\$ 7,938	\$ 8,334	\$ 8,751	\$ 9,189	\$ 9,648
4211	Data Analyst II	\$ 8,731	\$ 9,168	\$ 9,626	\$ 10,108	\$ 10,613
4212	Data Analyst III	\$ 9,604	\$ 10,085	\$ 10,589	\$ 11,118	\$ 11,674
7226	Deputy City Clerk I	\$ 6,678	\$ 7,012	\$ 7,363	\$ 7,731	\$ 8,117
3702	Deputy City Clerk II	\$ 8,117	\$ 8,522	\$ 8,948	\$ 9,396	\$ 9,866
7120	Emergency Management Coordinator	\$ 6,363	\$ 6,681	\$ 7,015	\$ 7,366	\$ 7,734
7121	Environmental Management Coordinator	\$ 6,363	\$ 6,681	\$ 7,015	\$ 7,366	\$ 7,734
7232	Facility Repair Supervisor	\$ 8,364	\$ 8,782	\$ 9,221	\$ 9,682	\$ 10,166
7291	Facility Repair Worker I	\$ 5,935	\$ 6,232	\$ 6,543	\$ 6,871	\$ 7,214
7233	Facility Repair Worker II	\$ 6,546	\$ 6,873	\$ 7,216	\$ 7,577	\$ 7,956
7294	Facility Repair Worker III	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,155	\$ 8,562
7108	Fire Prevention Inspector I	\$ 8,898	\$ 9,343	\$ 9,810	\$ 10,300	\$ 10,815
7107	Fire Prevention Inspector II	\$ 9,809	\$ 10,299	\$ 10,814	\$ 11,355	\$ 11,923
7298	IT Help Desk Supervisor	\$ 8,732	\$ 9,168	\$ 9,626	\$ 10,108	\$ 10,613
7243	Librarian I	\$ 7,546	\$ 7,923	\$ 8,320	\$ 8,736	\$ 9,172
7244	Librarian II	\$ 7,927	\$ 8,323	\$ 8,739	\$ 9,176	\$ 9,635
2404	Library Aide	\$ 3,617	\$ 3,798	\$ 3,988	\$ 4,187	\$ 4,397
7246	Library Assistant I	\$ 4,969	\$ 5,217	\$ 5,478	\$ 5,752	\$ 6,039
7247	Library Assistant II	\$ 5,619	\$ 5,900	\$ 6,195	\$ 6,505	\$ 6,830
2405	Library Tech Services Supervisor	\$ 7,184	\$ 7,543	\$ 7,921	\$ 8,317	\$ 8,732

EXHIBIT A

7292	Literacy Program Supervisor	\$ 8,745	\$ 9,183	\$ 9,642	\$ 10,124	\$ 10,630
7249	Mail and Stores Clerk	\$ 4,742	\$ 4,979	\$ 5,228	\$ 5,489	\$ 5,764
7255	Network Analyst	\$ 7,939	\$ 8,336	\$ 8,753	\$ 9,190	\$ 9,650
7274	Network Support Technician	\$ 6,072	\$ 6,376	\$ 6,695	\$ 7,030	\$ 7,381
7285	Office Assistant I	\$ 4,515	\$ 4,741	\$ 4,978	\$ 5,227	\$ 5,488
7284	Office Assistant II	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905	\$ 6,200
7256	Park Equipment Mechanic	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
7257	Parking Attendant I	\$ 2,585	\$ 2,714	\$ 2,850	\$ 2,992	\$ 3,142
7275	Parking Attendant II	\$ 2,847	\$ 2,989	\$ 3,139	\$ 3,296	\$ 3,460
6208	Parking Enforcement Officer	\$ 6,306	\$ 6,622	\$ 6,953	\$ 7,300	\$ 7,665
6212	Parking Equipment Technician	\$ 6,084	\$ 6,388	\$ 6,707	\$ 7,043	\$ 7,395
6209	Parking Maintenance & Collections	\$ 6,084	\$ 6,388	\$ 6,707	\$ 7,043	\$ 7,395
6211	Parking Operations Supervisor	\$ 8,364	\$ 8,782	\$ 9,221	\$ 9,682	\$ 10,166
7258	Parks & Graffiti Worker	\$ 5,518	\$ 5,794	\$ 6,084	\$ 6,388	\$ 6,707
2123	Parks Lead Maintenance Worker	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,155	\$ 8,562
7271	Parks Maintenance Supervisor	\$ 8,364	\$ 8,782	\$ 9,221	\$ 9,682	\$ 10,166
7236	Parks Maintenance Worker I	\$ 5,794	\$ 6,084	\$ 6,388	\$ 6,708	\$ 7,043
7238	Parks Maintenance Worker II	\$ 6,084	\$ 6,388	\$ 6,708	\$ 7,043	\$ 7,395
7296	Permit Services Coordinator	\$ 8,388	\$ 8,807	\$ 9,248	\$ 9,710	\$ 10,196
7396	Permit Services Supervisor	\$ 9,437	\$ 9,909	\$ 10,404	\$ 10,925	\$ 11,471
7196	Permit Technician I	\$ 5,820	\$ 6,111	\$ 6,417	\$ 6,737	\$ 7,074
7197	Permit Technician II	\$ 6,402	\$ 6,722	\$ 7,058	\$ 7,411	\$ 7,781
7198	Permit Technician III	\$ 7,042	\$ 7,394	\$ 7,764	\$ 8,152	\$ 8,560
7261	Planning Technician	\$ 6,072	\$ 6,376	\$ 6,695	\$ 7,030	\$ 7,381
9453	Principal Planner	\$ 11,225	\$ 11,786	\$ 12,375	\$ 12,994	\$ 13,644
7234	Printing Press Operator	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835	\$ 7,177
7305	Program Analyst	\$ 7,535	\$ 7,912	\$ 8,308	\$ 8,723	\$ 9,159
1201	Program Coordinator	\$ 6,381	\$ 6,700	\$ 7,035	\$ 7,387	\$ 7,756
7290	Public Works Dispatcher	\$ 6,084	\$ 6,388	\$ 6,708	\$ 7,043	\$ 7,395
7253	Public Works Inspector	\$ 6,958	\$ 7,306	\$ 7,671	\$ 8,055	\$ 8,458
7263	Revenue Supervisor	\$ 9,273	\$ 9,737	\$ 10,224	\$ 10,735	\$ 11,272
2309	Senior Building Inspector	\$ 9,224	\$ 9,686	\$ 10,170	\$ 10,678	\$ 11,212
7265	Senior Library Assistant	\$ 5,901	\$ 6,196	\$ 6,506	\$ 6,831	\$ 7,172
7264	Senior Planner	\$ 9,704	\$ 10,190	\$ 10,699	\$ 11,234	\$ 11,796
2204	Sewer Lead Maintenance Worker	\$ 7,768	\$ 8,156	\$ 8,564	\$ 8,992	\$ 9,442
7266	Sewer Maintenance Worker I	\$ 6,234	\$ 6,546	\$ 6,873	\$ 7,217	\$ 7,578
7267	Sewer Maintenance Worker II	\$ 6,709	\$ 7,044	\$ 7,397	\$ 7,766	\$ 8,155
7281	Sewers Supervisor	\$ 8,781	\$ 9,220	\$ 9,681	\$ 10,165	\$ 10,673
7269	Shop & Equipment Supervisor	\$ 8,364	\$ 8,782	\$ 9,221	\$ 9,682	\$ 10,166
7280	Street Lead Maintenance Worker	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,155	\$ 8,562
7209	Street Maintenance Supervisor	\$ 8,364	\$ 8,782	\$ 9,221	\$ 9,682	\$ 10,166
7250	Street Maintenance Worker I	\$ 5,794	\$ 6,084	\$ 6,388	\$ 6,708	\$ 7,043
7251	Street Maintenance Worker II	\$ 6,084	\$ 6,388	\$ 6,708	\$ 7,043	\$ 7,395
7283	Street Sweeper Operator	\$ 6,388	\$ 6,708	\$ 7,043	\$ 7,395	\$ 7,765
8523	Supervising Parking Enforcement Officer	\$ 7,092	\$ 7,446	\$ 7,819	\$ 8,210	\$ 8,620
7288	Supervising Vehicle/Equipment Mechanic	\$ 7,399	\$ 7,769	\$ 8,157	\$ 8,565	\$ 8,993
7286	Vehicle/Equipment Mechanic I	\$ 6,234	\$ 6,546	\$ 6,873	\$ 7,217	\$ 7,578
7287	Vehicle/Equipment Mechanic II	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,356
2131	Volunteer Program Assistant	\$ 6,153	\$ 6,461	\$ 6,784	\$ 7,123	\$ 7,479

EXHIBIT B

**City of San Rafael
SEIU Local 1021 Classification/Compensation Summary: Benchmark Linkages
MOU Exhibit “B”**

	Current Benchmark	Linkage	
		Title	Grade Levels from Benchmark
		Supervisor – Revenue	+16
A	Accounting	Accountant II	+11
	Assistant II	Payroll Technician	+10
		Accountant I	+9
		Business License Examiner	+2
		Accounting Assistant II	0
		Child Care Bookkeeper II	0
		Accounting Assistant I	-4
		Child Care Bookkeeper I	-4
		Customer Service Clerk	-4
B.	Associate Planner	Senior Planner	+5
		Fire Plans Examiner	+4
		Associate Planner	0
		Fire Prevention Inspector II	-.5
	Construction Inspector (SRSD)	Supervising Inspector	-2
	Permit Services Coordinator	Programmer Analyst II	-3
	Principal Planner	Assistant Planner	-4
	Senior Building Inspector	Building Inspector II	-4
	Data Analyst II	Fire Prevention Inspector I	-4.5
	Volunteer Program Assistant	Programmer Analyst I	-7
	Program Coordinator	Network Analyst	-7
	IT Help Desk Supervisor	GIS Analyst	-7
		Building Inspector I	-8
		Code Enforcement Official III	- 8
		Senior Building Technician	-8
		Administrative Analyst, Digital Services Analyst	-9
		Recreation Center Supervisor	-12
		Code Enforcement Official II	-13
		Planning Technician	-14
		Network Support Technician	-12
		Building Technician I	-14
		Volunteer Program Coordinator	-15
		GIS Technician	-16
		Code Enforcement Official I	-17
D	Parking Enforcement Officer	Supervising Parking Enforcement Officer	+12.5
		Parking Enforcement Officer	0
E.	Library Assistant II	Supervising Librarian	+18
		Literacy Program Supervisor	+18
		Librarian II	+14
	Library Aide	Librarian I	+12
		Library Circulation or Tech Services Supervisor	+10
		Senior Library Assistant	+2
		Library Assistant II	0
		Library Assistant I	-5

EXHIBIT B

	Current Benchmark	Linkage	
		Title	Grade Levels from Benchmark
F.	Administrative Assistant II	Administrative Assistant IV	+5
		Deputy City Clerk	+4
		Administrative Assistant to the City Clerk	+3
		Administrative Assistant III	+3
		Administrative Assistant II	0
		Printing Press Operator	-1
		Administrative Assistant I	-4
		Office Assistant II	-7
		Mail and Stores Clerk	-10
		Office Assistant I	-12
		Parking Attendant II	-21
		Parking Attendant I	-23
G	Street Maintenance Supervisor	Supervisor – Street Maintenance	0
		Supervisor – Sewers	0
		Supervisor – Facility Repair	0
		Shop and Equipment Supervisor	0
		Supervisor – Parks	0
		Supervising Vehicle/Equipment Mechanic	-5
	Environmental Mgmt Coordinator	Sewer Lead Maintenance Worker	-5
		Supervising Street Maintenance Worker	-7
		Parking Operations Supervisor	-7
		Vehicle/Equipment Mechanic II	-8
		Park Equipment Mechanic	-8
		Street Maintenance Worker III / Street Lead Maintenance Worker	-9
		Parks Maintenance Worker III / Parks Lead Maintenance Worker	-9
		Sewer Maintenance Worker II	-9
		Facility Repair Worker II	-10
		Sweeper Operator	-11
		Vehicle/Equipment Mechanic I	-12
		Sewer Maintenance Worker I	-12
		Parks Maintenance Worker II	-13
		Parking Equipment Technician	-13
		Parking Maintenance & Collections	-13
		Parking Meter Repair Technician	-13
		Street Maintenance Worker II	-13
		Facility Repair Worker I	-14
		Yard Clerk/Dispatcher	-14
		Equipment Service Attendant	-15
		Street Maintenance Worker I	-15
		Park & Graffiti Worker	-17
		Parks Maintenance Worker I	-17
		Custodian	-19

****Bold Print for job class titles represents job classes in the Supervisory Unit.**

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SEIU Local 1021

JULY 1, 20241 - JUNE 30, 20274

Table of Contents

1	GENERAL PROVISIONS	9
1.1	INTRODUCTION	9
1.1.1	Scope of Agreement	9
1.1.2	Term of MOU	9
1.2	RECOGNITION	9
1.2.1	Bargaining Unit	9
1.2.2	Notice to Employees	9
1.3	NON-DISCRIMINATION	9
1.3.1	In General	9
1.3.2	Union Discrimination	10
1.4	INSPECTION OF MEMORANDUM OF UNDERSTANDING	10
1.5	EXISTING LAWS, REGULATIONS & POLICIES	10
1.6	STRIKES & LOCKOUTS	10
1.7	SEVERABILITY	10
1.8	PREVAILING RIGHTS	10
1.9	FULL UNDERSTANDING, MODIFICATION, WAIVER	10
1.9.1	Understanding	10
1.9.2	Waiver & Modification	10
2	MMBA	11
2.1	UNION RIGHTS	11
2.1.1	Union Stewards Designation	11
2.1.2	Bulletin Boards	11
2.1.3	New Members	11
2.1.4	Employee Information	11
2.1.5	Union Meeting Space	12
2.1.6	Union Communications	12
2.2	DUES DEDUCTION	12
2.2.1	Collection of Dues	12
2.2.2	Dues Collection during Separation from Employment	12
2.2.3	Indemnification	12
2.3	MANAGEMENT RIGHTS	12
2.4	COMMENCEMENT OF NEGOTIATIONS	13
3	COMPENSATION	14
3.1	GENERAL WAGES AND COMPENSATION	14
3.1.1	Pay Dates	14
3.1.2	General Wage Increase	14
3.1.3	Compensation Goal & Definitions	15
3.1.4	Compensation Surveys	16
3.1.5	Compensation Plan	16
3.2	STEP INCREASES	16
3.2.1	Entry Level Step	16
3.2.2	Consideration for Step Increases	16
3.2.3	Temporary Merit Increases	17
3.2.4	Anniversary Date	17
3.2.5	Promotions	17
3.2.6	Performance Evaluations	17
3.3	SALARY CHANGE ON RECLASSIFICATION	17
3.3.1	To a Lower Classification	17
3.3.2	To a Different Classification with the Same Salary Range	17
3.3.3	To a Higher Classification	18
3.4	SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS	18
3.4.1	Out of Class Compensation	18

3.4.2	<i>Shift Differential Pay</i>	18
3.4.3	<i>Court Pay</i>	19
3.4.4	<i>Change of Shift</i>	19
3.5	ADDITIONAL PAY	19
3.5.1	<i>Educational Reimbursement – Miscellaneous Unit</i>	19
3.5.2	<i>Educational Reimbursement – Child Care Unit</i>	19
3.5.3	<i>Educational Reimbursement – Supervisory Unit</i>	20
3.5.4	<i>Bilingual Pay</i>	20
3.5.5	<i>Garage Employees Uniform Maintenance Program</i>	21
3.5.6	<i>Sewer Employees Uniform Maintenance Program</i>	21
3.5.7	<i>Uniform Allowance</i>	21
3.5.8	<i>Uniform Jacket Cleaning Allowance</i>	22
3.5.9	<i>Mechanical Tool Allowance</i>	23
3.5.10	<i>Holiday Pay</i>	23
4	BENEFITS	23
4.1	EMPLOYEE BENEFITS COMMITTEE	23
4.2	HEALTH & WELFARE	23
4.2.1	<i>Full Flex Cafeteria Plan</i>	23
4.2.2	<i>Retirees Health Insurance</i>	25
4.2.3	<i>Health and Dependent Care Spending Accounts</i>	25
4.2.4	<i>Health Insurance Providers</i>	26
4.3	DENTAL PLAN	26
4.4	VISION CARE PLAN	26
4.5	LIFE INSURANCE	26
4.6	LONG TERM DISABILITY INSURANCE	26
4.7	RETIREMENT CONTRIBUTION	27
4.7.1	<i>City Paid Employee Retirement (City Paid Member Contribution)</i>	27
4.7.2	<i>Retirement Plans</i>	27
4.7.3	<i>Member Cost of Living Rates</i>	27
4.8	STATE DISABILITY INSURANCE (SDI)	27
5	LEAVES	28
5.1	SICK LEAVE	28
5.1.1	<i>Eligibility</i>	28
5.1.2	<i>Sick Leave Accrual</i>	28
5.1.3	<i>Use of Sick Leave</i>	28
5.1.4	<i>Advance of Sick Leave</i>	29
5.1.5	<i>Service Credit for Sick Leave</i>	29
5.1.6	<i>Compensation for Unused Portion</i>	29
5.2	VACATION LEAVE	29
5.2.1	<i>Eligibility</i>	29
5.2.2	<i>Rate of Accrual</i>	29
5.2.3	<i>Administration of Vacation Leave</i>	30
5.3	HOLIDAYS	31
5.3.1	<i>Paid Holidays</i>	31
5.4	OTHER LEAVE	31
5.4.1	<i>Personal Leave – Supervisory Unit</i>	32
5.4.2	<i>Safety Holiday</i>	32
5.4.3	<i>Bereavement Leave</i>	32
5.4.4	<i>Jury Duty</i>	32
5.4.5	<i>Military Leave</i>	32
5.4.6	<i>Leave of Absence Without Pay</i>	32
5.4.7	<i>Industrial Injury Leave</i>	33
5.4.8	<i>Family Medical Leave</i>	33
5.4.9	<i>Catastrophic Leave</i>	33
5.4.10	<i>Emergency/Smoke Leave</i>	33

5.4.11	<i>Paid Parental Leave</i>	34
5.4.12	<i>End of Life Care Leave</i>	35
6	TERMS & CONDITIONS OF EMPLOYMENT	36
6.1	HOURS OF WORK	36
6.2	OVERTIME	37
6.3	COMPENSATORY TIME POLICY	37
6.3.1	<i>Accrual Limit</i>	37
6.3.2	<i>Overtime Rate</i>	37
6.4	STAND BY OR CALL BACK DUTY	37
6.4.1	<i>Compensation When Assigned to Standby Duty – All Departments except Sanitation</i>	37
6.4.2	<i>Compensation When Assigned to Standby Duty – Sanitation Department</i>	37
6.4.3	<i>Compensation When Not Assigned to Call Back Duty</i>	38
6.4.4	<i>Minimum Payment for Call Out</i>	38
6.4.5	<i>Standby Residency and Cell Phones</i>	38
6.5	DOT AND CLASS B REQUIREMENTS	39
6.6	PROBATIONARY PERIOD	39
6.6.1	<i>Purpose of Probation</i>	39
6.6.2	<i>Length of Probationary Period</i>	39
6.6.3	<i>Rejection During Probation</i>	39
6.6.4	<i>Notification of Rejection</i>	39
6.6.5	<i>Extension of Probationary Period</i>	40
6.6.6	<i>Regular Status</i>	40
6.6.7	<i>Promotion of Probationary Employee</i>	40
6.6.8	<i>Unsuccessful Passage of Promotional Probation</i>	40
6.6.9	<i>Lateral Transfer Probation</i>	40
6.7	TRANSFERS / REASSIGNMENTS	40
6.7.1	<i>Types of Transfers</i>	40
6.7.2	<i>Minimum Qualifications & Probation</i>	41
6.7.3	<i>Transfer Procedures</i>	41
6.8	PERSONNEL RULES & REGULATIONS	41
6.8.1	<i>Drug & Alcohol Policy</i>	41
6.8.2	<i>Confidential Nature of Personnel Records</i>	41
6.8.3	<i>Confidential Nature of Medical Records</i>	41
6.8.4	<i>Outside Employment Policy</i>	41
6.8.5	<i>Use of City Vehicle</i>	42
6.8.6	<i>Wireless Communication Policy</i>	42
6.8.7	<i>Safety Policy</i>	42
6.8.8	<i>Materials Relating to Disciplinary Action</i>	42
6.8.9	<i>CPR / First Aid Training</i>	42
6.8.10	<i>Childcare Division Employee Program Discount</i>	42
6.9	MISCELLANEOUS	42
6.9.1	<i>Hazardous Materials</i>	42
6.9.2	<i>Gratuities / Solicitation of Contributions</i>	43
6.9.3	<i>Return of City Equipment</i>	43
6.9.4	<i>Political Activity</i>	43
6.9.5	<i>Employment of Relatives</i>	43
6.9.6	<i>Labor / Management Meetings</i>	43
6.9.7	<i>Contract Orientation Work Sessions</i>	43
6.9.8	<i>Temp Seasonal Employees</i>	43
6.9.9	<i>Gym Reimbursement</i>	44
7	PROCEDURES	44
7.1	DEMOTION & SUSPENSION	44
7.1.1	<i>Demotion</i>	44
7.1.2	<i>Suspension</i>	44
7.2	TERMINATION OF EMPLOYMENT	44

7.2.1	Resignation	44
7.2.2	Termination - Layoff (Lack of work or funds)	44
7.2.3	Termination - Disciplinary Action	44
7.2.4	Retirement	44
7.2.5	Job Abandonment	45
7.3	DISCIPLINARY ACTION	45
7.3.1	Right to Discipline & Discharge	45
7.3.2	Preliminary Notice	45
7.3.3	Disciplinary Action and Appeal	46
7.3.4	Harassment Policy	46
7.4	GRIEVANCE PROCEDURE	46
7.4.1	Definition	46
7.4.2	Procedure	46
7.4.3	Arbitration	47
7.4.4	General Provisions	48
7.5	POSITION RECLASSIFICATION	48
7.6	FURLOUGH PROGRAM	48
7.6.1	Voluntary Time Off (VTO)	48
7.6.2	Mandatory Time Off (MTO)	49
7.7	REDUCTION IN FORCE	50
7.7.1	Authority	50
7.7.2	Notice	50
7.7.3	Order of Layoff	50
7.7.4	Seniority	50
7.7.5	Bumping Rights	50
7.7.6	Transfer Rights	50
7.7.7	Layoff Procedure Notification	51
7.8	RE-EMPLOYMENT	51
7.8.1	General Guidelines	51
7.8.2	Right to Re-Employment	51
7.8.3	Time Limits	51
7.8.4	Availability	51
7.8.5	Probationary Status	51
7.8.6	Restoration of Benefits	51
1	GENERAL PROVISIONS	5
1.1	INTRODUCTION	5
1.1.1	Scope of Agreement	5
1.1.2	Term of MOU	5
1.2	RECOGNITION	5
1.2.1	Bargaining Unit	5
1.2.2	Notice to Employees	5
1.3	NON-DISCRIMINATION	5
1.3.1	In General	5
1.3.2	Union Discrimination	6
1.4	INSPECTION OF MEMORANDUM OF UNDERSTANDING	6
1.5	EXISTING LAWS, REGULATIONS & POLICIES	6
1.6	STRIKES & LOCKOUTS	6
1.7	SEVERABILITY	6
1.8	PREVAILING RIGHTS	6
1.9	FULL UNDERSTANDING, MODIFICATION, WAIVER	6
1.9.1	Understanding	6
1.9.2	Waiver & Modification	6
2	MMBA	7
2.1	UNION RIGHTS	7
2.1.1	Union Stewards Designation	7

2.1.2	Bulletin Boards	7
2.1.3	New Members	7
2.1.4	Employee Information	7
2.2	DUES DEDUCTION	7
2.2.1	Collection of Dues	7
2.2.2	Dues Collection during Separation from Employment	7
2.2.3	Indemnification	8
2.3	MANAGEMENT RIGHTS	8
2.4	COMMENCEMENT OF NEGOTIATIONS	9
3	COMPENSATION	9
3.1	GENERAL WAGES AND COMPENSATION	9
3.1.1	Pay Dates	9
3.1.2	General Wage Increase	9
3.1.3	Compensation Goal & Definitions	10
3.1.4	Compensation Surveys	11
3.1.5	Compensation Plan	11
3.2	STEP INCREASES	11
3.2.1	Entry Level Step	11
3.2.2	Consideration for Step Increases	11
3.2.3	Merit Increases	11
3.2.4	Anniversary Date	12
3.2.5	Promotions	12
3.2.6	Performance Evaluations	12
3.3	SALARY CHANGE ON RECLASSIFICATION	12
3.3.1	To a Lower Classification	12
3.3.2	To a Different Classification with the Same Salary Range	12
3.3.3	To a Higher Classification	12
3.4	SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS	13
3.4.1	Out of Class Compensation	13
3.4.2	Shift Differential Pay	13
3.4.3	Court Pay	13
3.5	ADDITIONAL PAY	14
3.5.1	Educational Reimbursement – Miscellaneous Unit	14
3.5.2	Educational Reimbursement – Supervisory Unit	14
3.5.3	Bilingual Pay – Miscellaneous Employees	14
3.5.4	Bilingual Pay – Supervisory Unit	15
3.5.5	Garage Employees Uniform Maintenance Program	15
3.5.6	Sewer Employees Uniform Maintenance Program	15
3.5.7	Uniform Allowance	15
3.5.8	Uniform Jacket Cleaning Allowance	16
3.5.9	Mechanical Tool Allowance	17
3.5.10	Holiday Pay	17
4	BENEFITS	17
4.1	EMPLOYEE BENEFITS COMMITTEE	17
4.2	HEALTH & WELFARE	17
4.2.1	Full Flex Cafeteria Plan	17
4.2.2	Retirees Health Insurance	18
4.2.3	Health and Dependent Care Spending Accounts	19
4.2.4	Health Insurance Providers	19
4.3	DENTAL PLAN	19
4.4	VISION CARE PLAN	20
4.5	LIFE INSURANCE	20
4.6	LONG TERM DISABILITY INSURANCE	20
4.7	RETIREMENT CONTRIBUTION	20
4.7.1	City Paid Employee Retirement (City Paid Member Contribution)	20

4.7.2	Retirement Plans	20
4.7.3	Member Cost of Living Rates	20
4.8	STATE DISABILITY INSURANCE (SDI)	21
5	LEAVES	21
5.1	SICK LEAVE	21
5.1.1	Eligibility	21
5.1.2	Sick Leave Accrual	22
5.1.3	Use of Sick Leave	22
5.1.4	Advance of Sick Leave	22
5.1.5	Service Credit for Sick Leave	22
5.1.6	Compensation for Unused Portion	22
5.2	VACATION LEAVE	23
5.2.1	Eligibility	23
5.2.2	Rate of Accrual	23
5.2.3	Administration of Vacation Leave	23
5.2.4	Vacation Cash-In	24
5.3	HOLIDAYS	24
5.3.1	Paid Holidays	24
5.4	OTHER LEAVE	25
5.4.1	Personal Leave – Supervisory Unit	25
5.4.2	Safety Holiday	25
5.4.3	Bereavement Leave	25
5.4.4	Jury Duty	25
5.4.5	Military Leave	25
5.4.6	Leave of Absence Without Pay	26
5.4.7	Industrial Injury Leave	26
5.4.8	Family Medical Leave	26
5.4.9	Catastrophic Leave	26
6	TERMS & CONDITIONS OF EMPLOYMENT	27
6.1	HOURS OF WORK	27
6.2	OVERTIME	27
6.3	COMPENSATORY TIME POLICY	27
6.3.1	Accrual Limit	27
6.3.2	Overtime Rate	27
6.4	STAND-BY OR CALL BACK DUTY	28
6.4.1	Compensation When Assigned to Standby Duty – All Departments except Sanitation	28
6.4.2	Compensation When Assigned to Standby Duty – Sanitation Department	28
6.4.3	Compensation When Not Assigned to Call Back Duty	29
6.4.4	Minimum Payment for Call Out	29
6.4.5	Standby Residency and Cell Phones	29
6.5	DOT AND CLASS B REQUIREMENTS	29
6.6	PROBATIONARY PERIOD	30
6.6.1	Purpose of Probation	30
6.6.2	Length of Probationary Period	30
6.6.3	Rejection During Probation	30
6.6.4	Notification of Rejection	30
6.6.5	Extension of Probationary Period	30
6.6.6	Regular Status	30
6.6.7	Promotion of Probationary Employee	30
6.6.8	Unsuccessful Passage of Promotional Probation	30
6.6.9	Lateral Transfer Probation	31
6.7	TRANSFERS / REASSIGNMENTS	31
6.7.1	Types of Transfers	31
6.7.2	Minimum Qualifications & Probation	31
6.7.3	Transfer Procedures	31

6.8 PERSONNEL RULES & REGULATIONS	31
6.8.1 <i>Drug & Alcohol Policy</i>	32
6.8.2 <i>Confidential Nature of Personnel Records</i>	32
6.8.3 <i>Confidential Nature of Medical Records</i>	32
6.8.4 <i>Outside Employment Policy</i>	32
6.8.5 <i>Use of City Vehicle</i>	32
6.8.6 <i>Wireless Communication Policy</i>	32
6.8.7 <i>Safety Policy</i>	32
6.8.8 <i>Materials Relating to Disciplinary Action</i>	32
6.9 MISCELLANEOUS	33
6.9.1 <i>Hazardous Materials</i>	33
6.9.2 <i>Gratuities / Solicitation of Contributions</i>	33
6.9.3 <i>Return of City Equipment</i>	33
6.9.4 <i>Political Activity</i>	33
6.9.5 <i>Employment of Relatives</i>	33
6.9.6 <i>Labor / Management Meetings</i>	33
6.9.7 <i>Contract Orientation Work Sessions</i>	34
6.9.8 <i>Temp Seasonal Employees</i>	34
6.9.9 <i>Gym Reimbursement</i>	34
7 PROCEDURES	34
7.1 DEMOTION & SUSPENSION	34
7.1.1 <i>Demotion</i>	34
7.1.2 <i>Suspension</i>	34
7.2 TERMINATION OF EMPLOYMENT	34
7.2.1 <i>Resignation</i>	34
7.2.2 <i>Termination – Layoff (Lack of work or funds)</i>	35
7.2.3 <i>Termination – Disciplinary Action</i>	35
7.2.4 <i>Retirement</i>	35
7.2.5 <i>Job Abandonment</i>	35
7.3 DISCIPLINARY ACTION	35
7.3.1 <i>Right to Discipline & Discharge</i>	35
7.3.2 <i>Preliminary Notice</i>	36
7.3.3 <i>Disciplinary Action and Appeal</i>	36
7.3.4 <i>Harassment Policy</i>	36
7.4 GRIEVANCE PROCEDURE	36
7.4.1 <i>Definition</i>	36
7.4.2 <i>Procedure</i>	37
7.4.3 <i>Arbitration</i>	37
7.4.4 <i>General Provisions</i>	38
7.5 POSITION RECLASSIFICATION	38
7.6 FURLOUGH PROGRAM	38
7.6.1 <i>Voluntary Time Off (VTO)</i>	39
7.6.2 <i>Mandatory Time Off (MTO)</i>	39
7.7 REDUCTION IN FORCE	40
7.7.1 <i>Authority</i>	40
7.7.2 <i>Notice</i>	40
7.7.3 <i>Order of Layoff</i>	40
7.7.4 <i>Seniority</i>	40
7.7.5 <i>Bumping Rights</i>	41
7.7.6 <i>Transfer Rights</i>	41
7.7.7 <i>Layoff Procedure Notification</i>	41
7.8 RE-EMPLOYMENT	41
7.8.1 <i>General Guidelines</i>	41
7.8.2 <i>Right to Re-Employment</i>	41
7.8.3 <i>Time Limits</i>	41
7.8.4 <i>Availability</i>	41

7.8.5 *Probationary Status*41
7.8.6 *Restoration of Benefits*42

LIST OF EXHIBITS

- Exhibit A Salary Schedule for July 1, 202~~41~~ – June 30, 202~~74~~
- Exhibit B Benchmarks and Internal Relationships Table

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SEIU LOCAL 1021

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 parties 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 agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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, 202~~41~~ and ending June 30, 202~~74~~. When ratified by the Local 1021 Bargaining Unit membership and approved by City Council, this Memorandum of Understanding shall be binding upon the SEIU Local 1021, the employees it represents, and the City of San Rafael.

7 GENERAL PROVISIONS

7.1 INTRODUCTION

7.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and SEIU 1021 (herein-after called "UNION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

7.1.2 Term of MOU

This agreement shall be in effect from July 1, 202~~41~~ through June 30, 202~~74~~

7.2 RECOGNITION

7.2.1 Bargaining Unit

City hereby recognizes Union as bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Miscellaneous and Supervisory Bargaining Units. (As referenced in Exhibit "A" attached).

7.2.2 Notice to Employees

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

7.3 NON-DISCRIMINATION

7.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual

orientation, perceived sexual orientation, gender, gender expression, gender identity, marital 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 of San Rafael's Policy against Harassment, Discrimination and Retaliation to redress the situation. Such employees shall be entitled to Union representation.

7.3.2 Union Discrimination

No member, official, or representative of the Union 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 Union.

7.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Union agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

7.5 EXISTING LAWS, REGULATIONS & POLICIES

This agreement is subject to all applicable laws of the State of California, ordinances, regulations, and policies of the City of San Rafael.

7.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and the Union agrees that it will not agree to, encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

7.7 SEVERABILITY

If any article, paragraph or section of this Memorandum 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 Memorandum 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.

7.8 PREVAILING RIGHTS

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 Memorandum of Understanding, shall remain in full force and effect throughout the term of this Agreement.

7.9 FULL UNDERSTANDING, MODIFICATION, WAIVER

7.9.1 Understanding

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

7.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

8 MMBA

8.1 UNION RIGHTS

8.1.1 Union Stewards Designation

The Union shall, by written notice to the City Manager, designate certain of its members as Union Stewards. Union Stewards shall be permitted reasonable time for Union activities including grievance representation. In all cases, the Stewards shall secure permission from the Stewards' supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

Union Stewards for salary discussions shall be in accordance with the Meyers-Milias-Brown (MMBA) Act.

8.1.2 Bulletin Boards

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

8.1.3 New Members

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Union, the City will inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to forty-five (45)30 minutes, at a mutually agreeable time, during the initial within thirty (30) days of the City's notice of a new employee to the Union employment for a new employee orientation by the Union. The City and the Union intend that time (i.e., up to 4530 minutes) will occur at employee orientation whenever possible.

The City will provide reasonable advance notice to the Union of employee orientations conducted by the City. The Union Representative shall receive not less than 10 days' notice in advance of a City orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The structure, time, and manner of Union Representative access shall be determined through mutual agreement between the City and the Union.

If the City has not conducted an in-person new employee orientation within 30 days of a newly hired employee's start date, and the new employee is working in person, the Union Representative shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting.

8.1.4 Employee Information

The City shall provide the Union with the name, job title, department, work location, work, home and personal cell phone numbers, home address, and personal email address hire date and pay rate on file with the City for all employees within the Union every 120 days. In addition, a

report with similar information of each Union new hire will be provided to the Union within 30 days of the hire date.

If the City updates its human resources management system, then the City will notify SEIU within 30-days of transferring to the new system of any additional reports that can be run from the system. After the City provides SEIU with this notice, then either Party may request to open this section for further negotiations.

8.1.5 Union Meeting Space

Upon Union's request, the City shall provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and City policies. Request for use of facilities may be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed.

8.1.6 Union Communications

The City's communication infrastructure (e.g. City email, postal mail, phone, or online messaging service) may be used for communication between bargaining unit members and Union Representatives. The Union understands that the management of the communication infrastructure is a matter within the discretion of the City. Union Representatives acknowledge they must adhere to all City computer use and privacy policies.

8.2 DUES DEDUCTION

8.2.1 Collection of Dues

City agrees to deduct dues and voluntary union deductions selected by members, as established by the Union, from the salaries of its members. The sums so withheld shall be remitted by City, without delay, along with a list of employees and their respective dues and voluntary deductions. Union bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

8.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply 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.

8.2.3 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer of the Union at the address specified. The Union 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 Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

8.3 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 Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement 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 (after effect bargaining) 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 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;
12. To determine job classifications and to reclassify employees;
13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
14. To determine policies, procedures and standards for selection, training and promotion of employees;
15. 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;
16. To maintain order and efficiency in its facilities and operations;
17. 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 Agreement;
18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Union 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 acts, and/or Federal law, the City shall have the duty to meet and confer with the Union regarding the impact of its decision/exercise of rights.

8.4 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 Union through the submittal of potential meeting dates.

9 COMPENSATION

9.1 GENERAL WAGES AND COMPENSATION

9.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a payday falls on a holiday, 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 the distributing 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) for all classifications except Child Care Instructor I and II. 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 Appendix 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 annual number of work hours per year for the classifications of Child Care Instructor I and II shall be 1,820 hours per year (35 hours per week times 52 week per year equals 1,820 hours). Each semi-monthly pay period is calculated at 75.53 hours (1,820 hours divided by 24 pay periods). The hourly rate of pay is calculated by multiplying the monthly rate of pay identified in Appendix A times 12 months to equal the annual rate of pay, divided by 1,820 hours in a work year, to equal the hourly rate of pay.

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

9.1.2 General Wage Increase

The City shall provide the following salary increases at the following rates by benchmark in each year of the MOU:

Accounting Assistant II

- Effective July 1, ~~2024~~2024, a ~~1.63.0~~1.63.0% general salary increase plus ~~4.652.0~~4.652.0% equity adjustment (a ~~3.255.0~~3.255.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~1.63.0~~1.63.0% general salary increase plus 1.40% equity adjustment (a 34.0% total wage increase).
- Effective July 1, ~~2023~~2026, a ~~1.63.0~~1.63.0% general salary increase plus 1.40% equity adjustment (a 34.0% total wage increase).

Administrative Assistant II

- Effective July 1, ~~2024~~2024, a ~~1.63.0~~1.63.0% general salary increase plus ~~4.652.0~~4.652.0% equity adjustment (a ~~3.255.0~~3.255.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~1.63.0~~1.63.0% general salary increase plus 1.40% equity adjustment (a 34.0% total wage increase).
- Effective July 1, ~~2024~~2026, a ~~1.63.0~~1.63.0% general salary increase plus 1.40% equity adjustment (a 34.0% total wage increase).

Associate Planner

- Effective July 1, ~~2024~~2024, a ~~1.63.0~~1.63.0% general salary increase plus 2.40% equity adjustment (a 45.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~1.63.0~~1.63.0% general salary increase plus ~~2.151.0~~2.151.0% equity adjustment (a ~~3.754.0~~3.754.0% total wage increase).
- Effective July 1, ~~2023~~2026, a ~~1.63.0~~1.63.0% general salary increase plus 1.650% equity adjustment (a ~~3.254.0~~3.254.0% total wage increase).

Library Assistant II

- Effective July 1, ~~2021~~2024, a ~~4.63.0~~4.63.0% general salary increase plus ~~2.49.0~~2.49.0% equity adjustment (a ~~412.0~~412.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~4.63.0~~4.63.0% general salary increase plus ~~2.453.0~~2.453.0% equity adjustment (a ~~3.756.0~~3.756.0% total wage increase).
- Effective July 1, ~~2023~~2026, a ~~4.63.0~~4.63.0% general salary increase plus ~~4.653.0~~4.653.0% equity adjustment (a ~~3.256.0~~3.256.0% total wage increase).

Parking Enforcement Officer

- Effective July 1, ~~2021~~2024, a ~~4.63.0~~4.63.0% general salary increase plus ~~4.652.0~~4.652.0% equity adjustment (a ~~3.255.0~~3.255.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~4.63.0~~4.63.0% general salary increase plus ~~1.40~~1.40% equity adjustment (a ~~34.0~~34.0% total wage increase).
- Effective July 1, ~~2023~~2026, a ~~4.63.0~~4.63.0% general salary increase plus ~~1.40~~1.40% equity adjustment (a ~~34.0~~34.0% total wage increase).

Street Maintenance Supervisor

- Effective July 1, ~~2021~~2024, a ~~4.63.0~~4.63.0% general salary increase plus ~~2.40~~2.40% equity adjustment (a ~~3.705.0~~3.705.0% total wage increase).
- Effective July 1, ~~2022~~2025, a ~~4.63.0~~4.63.0% general salary increase plus ~~1.90~~1.90% equity adjustment (a ~~3.504.0~~3.504.0% total wage increase).
- Effective July 1, ~~2023~~2026, a ~~4.63.0~~4.63.0% general salary increase plus ~~4.91.0~~4.91.0% equity adjustment (a ~~3.504.0~~3.504.0% total wage increase).

Child Care Director, Child Care Instructor I/II

- Effective July 1, 2024, a 3.0% general salary increase plus 9.0% equity adjustment (a 12.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 3.0% equity adjustment (a 6.0% total wage increase)
- *The parties agree to reopen negotiations during the term of the MOU to continue to discuss appropriate adjustments for the Child Care Director benchmark. COLA and Equity adjustments for this benchmark shall not preclude further wage adjustments. The parties acknowledge that future compensation adjustments will also be based on Council approval of any side letter to the MOU in open session and based on Council's approval of any additional rate increases to the Childcare Program to ensure that it is funded.*

For all other classifications that are not linked to benchmark positions

- Effective July 1, 2024, a 3.0% general salary increase plus 2.0% equity adjustment (a 5.0% total wage increase).
- Effective July 1, 2025, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase).
- Effective July 1, 2026, a 3.0% general salary increase plus 1.0% equity adjustment (a 4.0% total wage increase)

9.1.3 Compensation Goal & Definitions

It is the goal of the City to try to achieve a total compensation package for all employees represented by the Union in an amount equal to the following:

1. The average plus one dollar to the total compensation paid to the same or similar classifications in the following nine (9) cities: Fairfield, Vallejo, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato and Santa Rosa; and,

2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: 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 toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

9.1.4 *Compensation Surveys*

To measure progress towards the above-stated goal, the City and the Union will jointly survey the identified benchmark positions, which are identified in the SEIU 1021 Represented Benchmarks and Internal Relationships Table attached as Exhibit "B" and included as part of this MOU, in ~~September~~ 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 Union shall review the benchmark and related survey data for accuracy and completeness.

9.1.5 *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.

9.2 STEP INCREASES

9.2.1 *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 ~~his/her~~ 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.

9.2.2 *Consideration for Step Increases*

An employee may be considered for a salary step increase in accordance with the time interval established in the salary plan as referenced in Exhibit "A". Unless otherwise noted, salary step increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is granted for continued improvements and efficient and effective work by the employee in the performance of ~~his/her~~ their duties.

9.2.3 *Temporary Merit Increases*

Temporary Accelerated merit performance ~~step~~ increases of five percent (5%) may be granted to an employee for temporary work performed beyond their current classification 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 ~~step~~ increase of five percent (5%) above and beyond their salary range. A merit ~~step~~ increase may be effective for up to one (1) year. ~~A merit step increase may be withdrawn and is not a disciplinary action and is not appealable. A temporary merit increase may be withdrawn and is not a disciplinary action and is not appealable.~~

9.2.4 *Anniversary Date*

Based upon job performance, as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their 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.

9.2.5 *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).

9.2.6 *Performance Evaluations*

Upon completion of the probationary period, a performance evaluation shall be prepared and reviewed on or before the anniversary date and yearly thereafter as a means of determining whether a step increase is merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

Employees who receive a satisfactory or above rating on their performance evaluation shall receive a step increase. In the event the performance evaluation occurs after the anniversary date and the evaluation is rated satisfactory or above, the step increase shall be retroactive to the anniversary date.

If a performance evaluation is past due by more than 60 days the City shall process a Personnel Action Report (PAR) moving the employee to the next step in the salary range provided the Department Director provides a written statement to the Human Resources Director indicating that the employee's performance is satisfactory or above. The Human Resources Director will work with the employee's supervisor to have a performance evaluation completed as soon as possible.

9.3 SALARY CHANGE ON RECLASSIFICATION

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

9.3.1 *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

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.

9.3.2 *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 he/she/they shall be paid at the same step of the range and shall maintain the same salary rights.

9.3.3 *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.

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, she/he is assigned to the position vacated by the promotion.

9.4 SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS

9.4.1 *Out of Class Compensation*

Employees assigned in writing by their supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. Eligibility for out-of-class compensation requires a minimum assignment of five (5) consecutive days. The out-of-class increase shall be retroactive to the first day of the assignment. However, when an employee is moving from a nonlead/supervisory to a lead/supervisory role, the out-of-class pay becomes effective on the first day of the assignment and the five (5) day minimum requirement does not apply. 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. The Department Director is required to complete a Personnel Action Report (PAR), located on the HR page of the Intranet, to initiate out-of-class compensation.

In the event a Parking Enforcement Officer is assigned "field training" duties, the City shall consider this as "out of class" work and the assigned Parking Enforcement Officer will receive 5% of their current pay as compensation for the hours worked in this assignment.

9.4.2 *Shift Differential Pay*

- a. A three percent (3%) shift differential shall be paid for all employees in the represented bargaining group who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 5:00 p.m. and 11:00 p.m.
- b. A five percent (5%) shift differential shall be paid for all employees in the represented bargaining group who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 11:00 p.m. and 7:00 a.m.
- c. Employees in job classes not identified in this section who are assigned to work the swing or graveyard shift time periods on a temporary basis and/or on an overtime basis are excluded from shift differential pay for those time periods.
- d. Shift differential shall not be considered an additional percentage on salary for personnel involved but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts.

d.e. Childcare Instructor I/II's covered by this MOU who have a two-hour or more break in shifts during the same day will receive a .5 hour premium pay for that day.

9.4.3 Court Pay

Parking Enforcement Officers who are required, in the course and scope of their official employment, to appear in court or other official hearings other than during his/her/their work week schedule, shall receive a minimum of four hours pay if that appearance is on a scheduled day off. If a court appearance is required on a scheduled work day, and such appearance commences one half (1/2) hour after completion of an employee's shift, then the employee shall be compensated at the overtime rate for actual time spent, beginning at the conclusion of the regular shift hours and ending upon his/her/their release from the court or hearing office.

9.4.4 Change of Shift

A shift change is defined as a change in the hours of work in a day and/or the days of work in a week. This section is not to be used to change employee's schedules or shift in order to avoid the payment of overtime.

The City shall provide unit members with notice of any changes to their regularly scheduled shifts prior to the beginning of the work week and not less than 72-hours to when the shift change is scheduled to occur.

The City is not required to provide the above-described advance notice of a shift change when a shift change is made in response to an emergency event, including but not limited to an event that poses immediate danger to life or property or a natural disaster.

In the event that the City is not able to provide notice as described above, then the employee shall be paid a premium of one and one-half times the regular rate of pay for the hours worked outside of their regularly scheduled shift.

9.5 ADDITIONAL PAY

9.5.1 Educational Reimbursement – Miscellaneous Unit

The Educational Reimbursement is \$200/fiscal year, maximum, with the City's payment not to exceed 75% of the cost. Educational Reimbursement is available to employees who satisfactorily (grade of C or better, Pass or Complete) complete a course or courses that are pre-determined to be job related and/or that will assist the employee to prepare for career advancement in his/her/their field. To be eligible, employees must have completed probation at the time of the reimbursement, which is made at the end of the semester.

The Educational Reimbursement Program will include reimbursement for professional membership dues for work-related organizations for employees in the "Administrative" or "Professional" sections of the Miscellaneous Bargaining Unit. Prior supervisory approval is necessary to be eligible for reimbursement. The total reimbursable amount remains at \$200/fiscal year.

9.5.2 Educational Reimbursement – Child Care Unit

An Educational Reimbursement Program is available to employees for courses that are: job related, assist the employee in meeting requirements and/or prepare the employee for career advancement in the childcare field.

The reimbursement may not exceed 75% for the cost of the course, up to \$300 per fiscal year maximum. The Educational Reimbursement Program also includes an additional reimbursement of up to \$60 per fiscal year for professional membership dues for work-related organizations for employees.

To be eligible to receive reimbursement under this program the employee must:

- a. submit a written request and receive prior approval from the Recreation Supervisor for the Childcare Program;
- b. be regularly scheduled to work 20 hours or more per week;
- c. have completed initial probation before reimbursement is received; and satisfactorily complete the course.

9.5.29.5.3 *Educational Reimbursement – Supervisory Unit*

The Educational Reimbursement Program is \$225 per fiscal year. This reimbursement is available to employees who have satisfactorily (grade of C or better, Pass or Complete) completed a course or courses that are predetermined to be job-related and/or that will assist the employee to prepare for career advancement in his/her/their field. To be eligible, employees must have completed probation at the time of the reimbursement, which is made at the end of the semester.

The Educational Reimbursement Program will accommodate reimbursement of up to \$100 per fiscal year for professional membership dues for work-related organizations for employees in the "Administrative", "Professional", or "Library" sections of the Supervisory Bargaining Unit. Prior supervisory approval is necessary to be eligible for reimbursement. The total reimbursable amount remains at \$225 per fiscal year.

9.5.39.5.4 *Bilingual Pay—~~Miscellaneous Employees~~*

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 to his/her/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.

~~An employee approved for the bilingual pay incentive shall receive an additional \$150.00 per month above their base salary. Part-time employees will be pro-rated for this incentive based on their full-time equivalency (FTE).~~

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.

~~9.5.4 Bilingual Pay – Supervisory Unit~~

~~Within the Supervising Librarian and the Librarian I/II classification, the Library Director shall establish one position eligible to receive \$150.00 per month Bilingual Pay Differential. This bilingual pay shall become effective the first payroll period after the designated employee takes and passes an approved proficiency examination.~~

~~The employee must be certified as sufficiently fluent in a language deemed to be of work value to the Library as determined by the Library Director and approved by the City Manager. Fluency certification may be obtained by either passing a department approved proficiency test or submitting a current (no more than one year old) certificate of satisfactory proficiency/fluency from a department approved agency or school. It is agreed that annual re-certification of fluency is required to continue receiving the Bilingual Pay Differential. Fluency in more than one foreign language does not entitle an employee to more than one \$150.00 per month differential.~~

9.5.5 *Garage Employees Uniform Maintenance Program*

Uniform shirts, pants and coveralls will be provided. The City installed laundered facilities on-site and the maintenance employees of the Garage work units will self-laundry their uniforms.

9.5.6 *Sewer Employees Uniform Maintenance Program*

Uniform shirts, pants and coveralls will be provided and laundered for the maintenance employees of the Sanitation Department.

9.5.7 *Uniform Allowance*

Maintenance employees in Parks, Streets, Building Maintenance and Community Services who must wear uniforms shall receive a uniform allowance in the amount of \$157.50 at the completion of each six (6) months of service ending June 30th and December 31st. A pro-ration at the rate of \$26.25/month may be given with the recommendation of the Department Director and the approval of the City Manager. Uniforms and gear must be in accordance with the departmental dress code and safety requirements.

Parking lot attendants and parking maintenance staff will be provided with shirts, hats and jackets by the City if they are required by the City to wear them.

The Environmental Management Coordinator, the Emergency Management Coordinator, Parking Maintenance staff and Fire Prevention Inspector I/II employees, if required to wear a uniform which is not provided by the City, shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December.

Parking Enforcement Officers (PEOs) shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December. PEOs shall have utility and rain gear provided by the City.

~~Note: While the 6-month periods end June 30th and December 31st, the actual payments of the uniform allowance are provided on the first paycheck in June and the first paycheck in December.~~

A safety boot allowance of ~~\$200-\$400~~ per ~~Fiscal Year~~ payable on the first paycheck in ~~December~~ shall be issued to employees in the following job classifications who shall be required to wear safety boots:

2119 CONSTRUCTION INSPECTOR- SRSD
7224 CUSTODIAN
7120 EMERGENCY MANAGEMENT COORDINATOR
1201 ENVIRONMENTAL MANAGEMENT COORDINATOR
7231 EQUIPMENT SERVICE ATTENDANT
7232 FACILITY REPAIR SUPERVISOR
7291 FACILITY REPAIR WORKER I
7233 FACILITY REPAIR WORKER II
7294 FACILITY REPAIR WORKER III
7108 FIRE PREVENTION INSPECTOR I
7107 FIRE PREVENTION INSPECTOR II
6212 PARKING EQUIPMENT TECHNICIAN
7256 PARK EQUIPMENT MECHANIC
7271 PARKS MAINT. SUPERVISOR
7236 PARKS MAINTENANCE WORKER I
7238 PARKS MAINTENANCE WORKER II
2123 PARKS LEAD MAINTENANCE WORKER
6208 PARKING ENFORCEMENT OFFICER
7290 PUBLIC WORKS DISPATCHER
7253 PUBLIC WORKS INSPECTOR
7266 SEWER MAINTENANCE WORKER I
7267 SEWER MAINTENANCE WORKER II
2204 SEWER LEAD MAINTENANCE WORKER
7281 SEWERS SUPERVISOR
7269 SHOP & EQUIPMENT SUPERVISOR
7209 STREET MAINTENANCE SUPERVISOR
7250 STREET MAINTENANCE WORKER I
7251 STREET MAINTENANCE WORKER II
7280 STREET LEAD MAINTENANCE WORKER
7288 SUPERVISING VEHICLE EQUIPMENT MECHANIC
7283 SWEEPER OPERATOR
7286 VEHICLE EQUIPMENT MECHANIC I
7287 VEHICLE EQUIPMENT MECHANIC II

9.5.8 *Uniform Jacket Cleaning Allowance*

Maintenance employees of the Sewer work unit, including the Sewer Maintenance Supervisor, will receive a work jacket cleaning allowance of \$60.00 at the completion of each six (6) months

of service ending June 30th (paid on the June 15th paycheck) and December 31st (paid on the December 15th paycheck). A pro-ration of \$10.00/month may be given with the approval of the Department Director.

9.5.9 Mechanical Tool Allowance

The City will provide a tool allowance of \$400/fiscal year for Vehicle Equipment Mechanics, the Equipment Service Attendant, the Shop and Equipment Supervisor, and the Parks Mechanic for tools purchased for use in the course of City work. This tool allowance will be issued during the month of July. Employees who receive the tool allowance are not eligible to receive reimbursement for lost or broken tools.

9.5.10 Holiday Pay

Parking Enforcement Officers shall receive holiday pay if a holiday falls on their regular day off. If the holiday falls on a day which they are scheduled to work, they will be paid for the holiday automatically. The employee will use additional hours of vacation, comp, float or unpaid leave to complete ~~his or her~~their regularly scheduled work day.

10 BENEFITS

10.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, Western Council of Engineers, Local 1 - Confidential, Police Officers Association, Police Mid-Managers Association, Firefighters' Association, Fire Chief Officers Association, Mid-Management and Management employees.

10.2 HEALTH & WELFARE

10.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria plan (known as the Flexible Benefits 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 plan.

Effective July 1, 2024, the monthly flex dollar allowances shall be:

<u>For employee only:</u>	<u>\$ 853.35</u>
<u>For employee and one dependent:</u>	<u>\$ 1,614.17</u>
<u>For employee and two or more dependents:</u>	<u>\$ 1,768.81</u>

The monthly flex dollar allowance effective the paycheck of December 15, ~~2020-2024~~ shall be:

For employee only:	\$ 780.93 <u>950.00</u>
For employee and one dependent:	\$ 1,477.20 <u>1,900.00</u>
For employee and two or more dependents:	\$ 1,618.71 <u>2,400.00</u>

Flex Dollar Increases for this MOU Term

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. 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%). 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 SEIU Local 1021 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 the 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 ~~his/her~~ their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer 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 monthly flex dollar allowance (including 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 a \$300 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 or other legislation or agency guidance.

Unless a greater benefit is required by law, part-time, regular, permanent employees working at least 53.3% FTE shall be eligible to receive: a) pro-rated leave benefits; and b) a pro-rated flex dollar monthly allowance based upon the regular hours the employee works. The pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

For those part time employees hired prior to January 1, 2010 electing "Employee Only" coverage, the flex dollar allowance shall be prorated based off \$1,264. The maximum benefit shall be \$700 per month, unless a greater benefit is required by law.

10.2.2 *Retirees Health Insurance*

Employees represented by SEIU who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

a. **Employees hired on or before January 1, 2010**

The City shall make a monthly retiree health insurance contribution on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total monthly contribution, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage. Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works part-time, and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's part-time status at the point of retirement.

b. **Employees hired on or after January 1, 2010**, and who meet the eligibility requirements for retiree health insurance, are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.5b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. 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 upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

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 annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of ~~75-125~~ hours of sick leave after the conversion.

10.2.3 *Health and Dependent Care Spending Accounts*

City will offer Flexible Spending Accounts as part of its Section 125 Plan for as long as such a plan is desired by the Union 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 Accounts: 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.

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.

10.2.4 Health Insurance Providers

The City shall have the option, after meeting and consulting with representatives of The Union Stewards' Council, 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.

10.3 DENTAL PLAN

The City will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment is available to part time, regular, permanent employees working at least 53.3% FTE. The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

10.4 VISION CARE PLAN

The City will provide vision care benefits for employee only coverage. Employees may enroll qualified family members and pay the premium costs for such enrollment.

10.5 LIFE INSURANCE

The City shall be responsible for paying premiums for a life insurance and Accidental Death & Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a ~~\$5,000~~\$20,000 life insurance and a ~~\$5,000~~\$20,000 AD&D benefit. The City shall also make available a voluntary life insurance program at employee expense.

10.6 LONG TERM DISABILITY INSURANCE

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term

Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

10.7 RETIREMENT CONTRIBUTION

10.7.1 City Paid Employee Retirement (City Paid Member Contribution)

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

The City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

10.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. 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~~their retirement or some other period designated by the retiring employee.

10.7.3 Member Cost of Living Rates

Bargaining unit members who are eligible to participate 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 (50% of COLA is charged to members as defined in the 1937 Act).

10.8 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 time cards 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.

11 LEAVES

11.1 SICK LEAVE

11.1.1 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 his/her/their daily duties. The City may request verification from a medical provider from any employee who is absent for three (3) or more consecutive days.

If an employee has documented sick leave abuse, the employee may be placed on an attendance management plan, which will require the employee to submit verification from a medical provider for all future use of sick leave. The employee shall be taken off an attendance management plan after twelve (12) months unless the pattern of sick leave abuse has continued.

11.1.2 Sick Leave Accrual

All eligible full-time employees 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 but a cap exists for payoff purposes (see Section 5.1.6). The sick leave accrual rate is prorated for eligible part time employees.

11.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. 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, any unmarried 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 for any physical incapacity of the employee resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations; or
3. Medical appointments that cannot be scheduled during non-working hours.

11.1.4 *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.

11.1.5 *Service Credit for Sick Leave*

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.

11.1.6 *Compensation for Unused Portion*

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of accumulated, unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 5.1.5 regarding service credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

11.2 VACATION LEAVE

11.2.1 *Eligibility*

Annual vacation with pay shall be granted each eligible employee. Vacation leave accrual shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave ~~after six (6) months of employment~~ subject to the approval of the Department Director.

11.2.2 *Rate of Accrual*

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. Each service year in the chart begins on the first working day and ends on the last day of the service year:

<u>Service Year</u>	<u>Annual Hours (37.50 Hr)</u>	<u>Hours Per Month (37.50 Hr)</u>	<u>Annual Hours (35 Hr)</u>	<u>Hours Per Month (35 Hr)</u>
1	75.000 hours	6.2500 hours	<u>70.000 hours</u>	<u>5.8333 hours</u>
2	75.000 hours	6.2500 hours	<u>70.000 hours</u>	<u>5.8333 hours</u>
3	75.000 hours	6.2500 hours	<u>70.000 hours</u>	<u>5.8333 hours</u>
4	112.500 hours	9.3750 hours	<u>105.000 hours</u>	<u>8.7500 hours</u>
5	117.867 hours	9.8222 hours	<u>110.250 hours</u>	<u>9.1875 hours</u>
6	123.234 hours	10.2695 hours	<u>115.500 hours</u>	<u>9.6250 hours</u>
7	128.601 hours	10.7167 hours	<u>120.750 hours</u>	<u>10.0625 hours</u>
8	133.968 hours	11.1640 hours	<u>126.000 hours</u>	<u>10.5000 hours</u>
9	139.335 hours	11.6110 hours	<u>131.250 hours</u>	<u>10.9375 hours</u>
10	144.702 hours	12.0580 hours	<u>136.500 hours</u>	<u>11.3750 hours</u>
11	150.000 hours	12.5000 hours	<u>140.000 hours</u>	<u>11.6667 hours</u>
12	157.500 hours	13.1250 hours	<u>147.000 hours</u>	<u>12.2500 hours</u>
13	165.000 hours	13.7500 hours	<u>154.000 hours</u>	<u>12.8333 hours</u>
14	172.500 hours	14.3750 hours	<u>161.000 hours</u>	<u>13.4167 hours</u>
15	180.000 hours	15.0000 hours	<u>168.000 hours</u>	<u>14.0000 hours</u>
16 plus	187.500 hours	15.6250 hours	<u>175.000 hours</u>	<u>14.5833 hours</u>

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.

11.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part-time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

The time at which an employee may use his/hers/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.

In the event that 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 who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

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.

~~11.2.4 — Vacation Cash-In~~

~~An employee, who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request in any fiscal year that accrued vacation, not to exceed seven (7) days, be converted to cash payments and the request may be granted at the discretion of the City Manager. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.~~

11.3 HOLIDAYS

11.3.1 *Paid Holidays*

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

All employees who are required to work on a day designated as an authorized holiday eligible for compensation for the paid 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 the employee and supervisor, an employee working an alternative work schedule 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 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
July 4 th Holiday	Independence Day
<u>June 19th</u>	<u>Juneteenth</u>
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 onetwo (12) floating holidays provided in January of each year. Floating holidays not used by the end of the calendar year are added to employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

11.4 OTHER LEAVE

11.4.1 *Personal Leave – Supervisory Unit*

Up to two (2) days of Personal Leave per fiscal year shall be granted to Supervisory Unit employees, with prior supervisory approval. Employees must submit leave requests two (2) weeks in advance. Unused Personal Leave does not carry over and cannot be cashed out.

11.4.2 *Safety Holiday*

A Safety Holiday Incentive Program is established for maintenance employees. Employees will be placed in one of the following units. The units are: (1) Park Division; (2) Street Division; (3) Sewer Division; (4) Garage Division; (5) Building Maintenance Division; or (6) Community Services Custodians. For part-time employees in these units who are eligible for benefits, any safety holiday will be pro-rated. If all employees of a designated unit complete six (6) months without a work-related injury or illness resulting in one full day of lost time, a Safety Holiday will be granted to all employees of that unit, with specific time off granted with prior Supervisory approval. Note: Multiple days of lost time for the same injury or illness shall be considered as one incident.

11.4.3 *Bereavement Leave*

The City recognizes that the death of a family member is a time of grief and stress and will act in a compassionate matter. In the event of the death of an employee's spouse, child, parent, sibling, registered domestic partner, grandchild, grandparent, parent in-laws, or 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 paid bereavement leave per occurrence. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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. No request shall be unreasonably denied, and the City agrees to collaborate with the employee to find a resolution.

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.

11.4.4 *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.

11.4.5 *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.

11.4.6 *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.

11.4.7 *Industrial Injury Leave*

For benefits under Workers Compensation, an employee should report any on the job injury to his/her/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 Intranet (<https://intranet.cityofsanrafael.org>).

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 available, proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

11.4.8 *Family Medical Leave*

Union members agree to adhere to the provisions of the City's Family Medical Leave Policy which is available on the City's Intranet Website.

11.4.9 *Catastrophic Leave*

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

11.4.10 *Emergency/Smoke Leave*

In the event that an emergency is declared that impacts City facilities or operations and results in the closure of any facilities, employees regularly assigned to work in a closed worksite may be required to report to a worksite other than their regular worksite to assist in emergency duties or to a non-impacted worksite for regular duties at the discretion of the City.

If employees are not assigned to a non-impacted worksite or assigned to assist in emergency duties, they shall be granted leave up to 10 days in any calendar year and compensated for their regularly scheduled work day with no adverse effect to the employee.

This provision applies to Federal, State, County, or City declared emergencies or to other non-declared circumstances that result in the closure of City facilities.

For up to 30 days during a required residential evacuation that has resulted from an above-declared emergency without additional approval from the Department Head, no employee shall be penalized for their inability to report to their worksite.

Employees who notify their supervisors that they are subject to a required residential evacuation resulting from a Federal, State, County, or City declared emergency shall not be disciplined for their inability to report to their worksite for the duration of the required residential evacuation.

11.4.10 11.4.11 *Paid Parental Leave*

Eligibility:

Effective July 1, 2024 any full time, regular or probationary 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.
8. Use of this leave constitutes a “compelling personal situation during which time the employee was unable to work” under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

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.

11.4.12 End of Life Care Leave

Eligibility:

Effective July 1, 2024 any full time, regular or probationary 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.
6. 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.
- ~~4.7.~~ Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

12 TERMS & CONDITIONS OF EMPLOYMENT

12.1 HOURS OF WORK

Except for full-time Child Care Instructors I/II, ~~the~~ the WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. The WORK WEEK for full-time Child Care Instructors I/II will reflect thirty-five (35) hours per week. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day for 37.50 hour employees and 7.0 hours per day for 35-hour employees. The 37.5-hour work week will begin July 1, 2013, at which time employees shall return to the work schedule worked prior to implementation of the 37.536-hour (or 35-hour) work week, unless otherwise arranged with the Department Head.

6.1.1 Consecutive Two-Day Weekends

~~No later than October 1, 2018, each library employee shall have a weekend consisting of two consecutive days off work. At least one of the weekend days shall be a Saturday or Sunday. The City and the Union shall begin the meet and confer process regarding scheduling in the library within 30 calendar days of the ratification of this successor MOU.~~

~~Within 30 calendar days of the City Council approval of this successor MOU, the City and the Union shall begin the meet and confer process with the purpose of providing all employees with the option of having a consecutive two-day weekend. By mutual agreement of the City and the Union, additional language may be added to this section as a result of the meet and confer process.~~

When a library employee who traditionally works Monday-Friday is scheduled to work on a weekend, the City will provide the option for the employee to receive 2 consecutive days off work during that same workweek.

12.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one-half (37.5) hours in a regular work week, or seven and one-half hours (7.5) in one work day or regularly scheduled shift. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications (may vary depending on the emergency but primarily relates to job classifications in the Street Division of Public Works) to report to work in overtime status to address the emergency.

12.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

12.3.1 *Accrual Limit*

Employees may accrue up to 115 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

12.3.2 *Overtime Rate*

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

12.4 STAND BY OR CALL BACK DUTY

12.4.1 *Compensation When Assigned to Standby Duty – All Departments except Sanitation*

Miscellaneous and Supervisory employees assigned standby duty on Saturday, Sunday or a day designated as an authorized holiday by the City Council shall be compensated at the rate of six (6) hours of their base salary for each day of standby duty. To identify employees eligible for standby covering holidays, the City and Union acknowledge standby eligibility shall rotate at 12:00 a.m. (midnight) on the beginning of the work shift each Wednesday ~~of the week~~.

Weekend duty will start at 12:00 midnight on Friday the end of the last shift of the employee's designated workweek and will end 12:00 a.m. on Monday at the beginning of the first shift of the employee's following designated workweek. On holidays during the week, duty will start at 12:00 a.m. the end of the employee's designated work shift on the day before the designated holiday and will end at 12:00 a.m. the beginning of the employee's designated work shift on the next regular work day, or the employee will receive compensatory time off on a straight time basis. At the time of accrual, the employee will designate either salary or compensatory time. Compensatory time off must be approved in accordance with normal leave request procedures.

12.4.2 *Compensation When Assigned to Standby Duty – Sanitation Department*

Weekend standby duty shall start at the end of the employee's shift on Friday and end at the beginning of the employee's shift on Monday. Miscellaneous and Supervisory employees

assigned to weekend standby duty shall be compensated at the rate of sixteen (16) hours of their base salary (two (2) hours for the end of the employee's shift on Friday through 11:59 pm on Friday, six (6) hours for 12 am to 11:59 pm on Saturday, six (6) hours for 12 am to 11:59 pm on Sunday, and two (2) hours for 12 am on Monday through the start of the employee's shift on Monday).

Miscellaneous and Supervisory employees assigned standby duty on a day designated as an authorized holiday by the City Council shall be compensated at the rate of six (6) hours of their base salary for each day of holiday standby duty. Any holiday that falls on a day of the week that is contiguous with a weekend (Friday, Monday or Thanksgiving) will be covered by the employee on duty for the weekend standby shift. An employee assigned to standby duty for a weekend that includes one or more holidays will be paid their regular standby pay for the weekend in addition to their regular standby pay for any holiday assigned.

Standby duty during the week (Monday-Thursday) is normally assigned to the Operations & Maintenance Manager. If the Operations & Maintenance Manager is unable to cover a work week (Monday-Thursday) shift, it may be assigned to the Sewers Maintenance Supervisor or eligible maintenance worker, from the end of their shift until the beginning of the next operational shift. The employee who is assigned to a work week (Monday-Thursday) shift will be compensated at the rate of two (2) hours of their base salary.

~~The City shall assign the Sewers Maintenance Supervisor a vehicle to commute to and from work and their place of residence. In lieu of being assigned a commuter vehicle, the Sewers Maintenance Supervisor shall receive a monthly commuter allowance of \$250.00 per pay period.~~

On holidays during the week (Tuesday-Thursday), standby duty will start at the end of shift on the day before the designated holiday and will end at the beginning of shift on the next regular work day. At the time of accrual, the employee will designate either salary or compensatory time. Compensatory time off must be approved in accordance with normal leave request procedures. Any holiday that falls on a day which is not contiguous with a weekend will be assigned to eligible employees on a rotating basis.

12.4.3 *Compensation When Not Assigned to Call Back Duty*

When an employee not assigned to standby duty is called back to duty, the employee shall receive compensation for a minimum of four (4) hours.

12.4.4 *Minimum Payment for Call Out*

Employees on standby duty who are called out and required to work shall be paid a minimum of two (2) hours at the rate of time and one half, for each time they are called out.

12.4.5 *Standby Residency and Cell Phones*

The residency requirement for standby personnel shall include those individuals who live within a sixty (60) minute travel distance from the Corporation Yard. Cell phones shall be provided to those persons on standby. Standby duty is assigned on a rotating basis.

A Miscellaneous or Supervisory Unit employee within the residency area shall be considered eligible for standby duty. This includes all holidays that may fall within the assigned standby duty period.

If an employee is sick or has scheduled time off, standby will move to the next person on the list that is available and qualified. Determination of whether an employee is qualified is made by the Supervisor or Operations and Maintenance Manager. It is noted this list was originally established by knowledge and that new employees are placed at the bottom of the list.

12.5 DOT AND CLASS B REQUIREMENTS

Employees in the following job classes are covered by this DOT policy and are subject to the terms and conditions of the City's DOT Policy:

<ul style="list-style-type: none"> ▪ Street Maintenance Worker I/II* ▪ Street Maintenance Worker III ▪ Street Lead Maintenance Worker ▪ Street Maintenance Supervisor ▪ Park Equipment Mechanic ▪ Parks Lead Maintenance Worker ▪ Vehicle Equipment Mechanic I** ▪ Vehicle Equipment Mechanic II 	<ul style="list-style-type: none"> ▪ Equipment Service Attendant ▪ Supervising Vehicle Equipment Mechanic ▪ Sewer Maintenance Worker I** ▪ Sewer Maintenance Worker II ▪ Sewer Maintenance Worker III ▪ Sewer Maintenance Supervisor ▪ Sewer Maintenance Superintendent
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* Street Maintenance Worker I/II hired before September 1, 2009 had the option to sign a document stating that they would obtain a Class B license and thus participate in the DOT program within 6 months from October 1, 2009. If the employee elects to obtain and maintain a Class B license, ~~he/she is~~ they are in the program for the duration of their employment in the position. If assigned to a Class B task, these employees will receive out of class pay for the day (s) they were required to drive a Class B vehicle.

** Must obtain Class B license within one year of date of hire and become subject to DOT when license is obtained.

Effective September 1, 2009, employees hired or promoted into a Street Maintenance Worker II position will be required to possess a Class B license and participate in the DOT Program. These employees will not receive out of class pay when required to drive a Class B Vehicle.

Street Maintenance Worker I employees can opt in to the DOT program upon appointment if they possess a Class B license or if they obtain the Class B license on their own.

Class B license is not a requirement for the Park Maintenance Worker I/II classification. Parks Maintenance Worker I/II employees who possess or obtain a Class B license can opt in to the DOT program. If an employee opts into the DOT program, they will be covered by the DOT Policy and are subject to the terms and conditions of the City's DOT Policy. If enrolled in the DOT program and assigned to a Class B task, these employees who have the Class B license will receive out of class pay for the day(s) they were required to drive a Class B vehicle.

6.6 PROBATIONARY PERIOD

6.6.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.6.2 Length of Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year. Employees shall receive one written Probationary Evaluation from their immediate supervisor during the Probationary Period, preferably at the midway point.

6.6.3 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.6.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director of ~~his/her~~ their intention to terminate the employee.

After discussion with the Human Resources Director, the Appointing Authority shall notify employee in writing of ~~his/her~~the rejection.

6.6.5 *Extension of Probationary Period*

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.6.6 *Regular Status*

Regular status shall commence with the day following the expiration date of the probationary period.

6.6.7 *Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher position classification provided ~~he/she is~~they are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.6.8 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass ~~his/her~~their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to ~~his/her~~their promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.6.9 *Lateral Transfer Probation*

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.6.8.

6.7 TRANSFERS / REASSIGNMENTS

6.7.1 *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. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. 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.

6.7.2 Minimum Qualifications & Probation

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

6.7.3 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 who have completed their initial probation 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.

6.8 PERSONNEL RULES & REGULATIONS

Employees covered by this MOU agree to follow the City's Personnel Rules and Regulations located on the City's Intranet website.

6.8.1 Drug & Alcohol Policy

The City and the Union agree to the non-DOT general drug and alcohol policy. A copy is available with the City's policies and on the City's Intranet website. (Safety sensitive job classes are covered by the DOT Drug and Alcohol Policy previously agreed to by both parties and located on the City's Intranet website).

6.8.2 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.

6.8.3 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.

6.8.4 Outside Employment Policy

Outside Employment shall be in accordance with the City's Outside Employment Policy which is available on the City's Intranet website.

6.8.5 *Use of City Vehicle*

Public Works Supervisors, at the direction of the Department Director, will be allowed to take a City vehicle home in emergency conditions.

6.8.6 *Wireless Communication Policy*

Union members agree to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet Website. Upon recommendation of the Department Director, the City will provide Bluetooth devices to those employees who are required to use their City cell phone while driving during the course of business.

6.8.7 *Safety Policy*

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.8.8 *Materials Relating to Disciplinary Action*

Except for the specific disciplinary matters provided below, reprimands and suspensions of less than five (5) days in the employee's personnel file which have been in the file three (3) years or more shall not be used unless the materials relate to conduct that reoccurred within three (3) years of the first incident.

At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based. Performance evaluations are excluded from this provision.

Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use of being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status will not be removed from the employee's personnel file.

6.8.9 *CPR / First Aid Training*

An annual program for cardiopulmonary resuscitation (CPR) and First Aid certification will be provided for persons working as Childcare Directors and Instructors II.

6.8.10 *Childcare Division Employee Program Discount*

All Childcare staff with children enrolled in any City of San Rafael Childcare Division program will receive a 50% discount on program fees based on their level of enrollment. All policies regarding admission and attendance in the Childcare Program will continue to apply to Childcare staff in accordance with the Childcare Division Parent Handbook and Childcare Staff Handbook.

6.9 MISCELLANEOUS

6.9.1 *Hazardous Materials*

Maintenance employees in the Union will be provided with the necessary training associated with what is termed first responder awareness level. First responders at this level (awareness only) are those who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response operations level. "Awareness" individuals

take no action beyond notifying the designated authorities of the release. The on-duty Fire Battalion Chief is the Incident Commander in the event of a hazardous material release.

It is understood and agreed by both parties that maintenance employees in this Union do not have any responsibility to clean up, mitigate or otherwise dispose of hazardous materials. The Fire Department personnel and/or contract personnel have the direct responsibility of dealing with hazardous materials.

Maintenance employees of this Union do have direct responsibility to handle (clean up, mitigate, transport, dispose of, etc.) petroleum products such as diesel fuel gasoline, drain oil, and the like.

Streets, Parks Maintenance, and Facilities employees of this Union have direct responsibility to handle (clean up, mitigate, transport, dispose of, etc.) needles and oil spills.

6.9.2 *Gratuities / Solicitation of Contributions*

Gratuities and/or solicitation of contributions are not allowed.

6.9.3 *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.

6.9.4 *Political Activity*

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

6.9.5 *Employment of Relatives*

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.9.6 *Labor / Management Meetings*

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

The committee shall be comprised of three (3) representatives from the Miscellaneous and Supervisory Units and three (3) from City Management as well as the SEIU Field Representative and the Human Resources Director. 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. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.9.7 *Contract Orientation Work Sessions*

The City and the Union agree that the individuals having responsibility for the enforcement of the Agreement, Union Stewards 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.

6.9.8 *Temp Seasonal Employees*

Both the City of San Rafael and SEIU 1021 recognize the valid, necessary reasons for appropriate temporary, seasonal, retiree, and fixed-term work. The City follows the Resolution of the City Council of the City of San Rafael adopting a temporary, seasonal, retiree, fixed-term salary and benefit plan. The City shall make its best efforts, with consideration to the fiscal

condition of the City, to continue to transition temporary positions that are used in a recurring, routine manner and perform work typically accomplished by SEIU classifications throughout the term of the agreement, to regular City positions.

6.9.9 *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.

13 PROCEDURES

13.1 DEMOTION & SUSPENSION

13.1.1 *Demotion*

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform his/her/their required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he/she—doesthey do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3 Disciplinary Action.

13.1.2 *Suspension*

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with Article 7.3 Disciplinary Action.

13.2 TERMINATION OF EMPLOYMENT

13.2.1 *Resignation*

An employee wishing to leave City service in good standing shall file with his/her/their immediate supervisor, at least fourteen (14) days before leaving service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and Human Resources Department.

13.2.2 *Termination - Layoff (Lack of work or funds)*

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

13.2.3 *Termination - Disciplinary Action*

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3 Disciplinary Action.

13.2.4 *Retirement*

Retirement from City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

13.2.5 *Job Abandonment*

Absence from duty without authorization for any period of time may be cause for disciplinary action. Absence from duty without authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be grounds for termination. The employee and the Union shall be notified by certified mail of proposed termination prior to the effective date of termination.

13.3 DISCIPLINARY ACTION

13.3.1 *Right to Discipline & Discharge*

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations, or for engaging, during the term of this Memorandum of Understanding, in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding, except where permitted by law. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal/termination, demotion, reduction in wage, suspension resulting in loss of pay, and written reprimand.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

13.3.2 *Preliminary Notice*

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. The Department Director's decision shall be final for written reprimands.

If no written appeal is filed within five (5) days, the employee shall be deemed to have waived his-their right to proceed to Step 4 of the Grievance Procedure.

13.3.3 *Disciplinary Action and Appeal*

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Such notification shall be issued in writing within 10 days of the meeting.

If the employee elects to appeal the Department Director action, he/shethey may request a confidential settlement conference with the City Manager. Participation in the confidential settlement conference shall be voluntary. If the matter is still unresolved after the confidential settlement conference, the employee shall notify the City within ten (10) days that the matter is appealed to Step 4 (Arbitration) of the Grievance Procedure. The matter shall then proceed in accordance with the Grievance Procedure. The City Manager's decision shall be final for suspensions of five (5) days or less.

13.3.4 *Harassment Policy*

It is the City's intent and purpose to provide all officials, employees, applicants and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

13.4 GRIEVANCE PROCEDURE

13.4.1 *Definition*

1. **Grievance** is a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, except issues concerning appeals of punitive action, which are governed by Sections 7.1, 7.2 and 7.3 of this Memorandum. A dispute regarding the interpretation of the City's Personnel Rules and Regulations is subject to the grievance procedure up to Step 3 (City Manager). 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.
2. **Day** shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
3. **Grievant** may be an individual employee or a group of employees or the Union on behalf of a group of employees or the Union on its own behalf on matters involving the City and Union relationship.
4. **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

13.4.2 *Procedure*

Step 1.

Within seven (7) 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 five (5) 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 five (5) 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 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 ten (10) 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 five (5) days appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) days thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the City's Human Resources Department within ten (10) days after the receipt of the response in Step 3, notify the City that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

13.4.3 *Arbitration*

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and he/shethey may call, recall and examine witnesses, as he/shethey deems proper.

The burden of proof shall be upon the Union in grievance matters and upon the City in disciplinary/discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, the Union and any employee(s) involved in the grievance or disciplinary matter.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall

be, or in the case of disciplinary/discharge matter whether the City allegations are accurate and the appropriateness of the disciplinary penalty.

The fees and expenses of the arbitrator shall be shared equally by the Union and the City. All other expenses shall be borne by the party incurring them. The cost of the services of court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared equally.

13.4.4 *General Provisions*

1. 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 Union or the City.
2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
3. If the City management fails to respond within the specified time limits, the grievance shall, at the request of the Union, be moved to the next step of the procedure. If the Union 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.
4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
5. The Human Resources Department shall act as the central repository for all grievances.
6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the Union 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.

13.5 POSITION RECLASSIFICATION

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website.

13.6 FURLOUGH PROGRAM

Both the City of San Rafael and SEIU 1021 recognize the unpredictable changes in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and SEIU 1021 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 City shall meet and consult with the Union at least 60 days prior to implementation of the Furlough Program. 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).

13.6.1 *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. An employee selecting at least a 5% reduction of hours through the VTO would receive "float days" as described in 6.6.2. (4.b.).
3. 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.
4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence cannot be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

13.6.2 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) and after consultation with the union.

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 not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. 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.
3. MTO time shall apply toward time in service for step increases and completion of probation.
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 and the Union agree to re-open negotiations on this Furlough Plan.

13.7 REDUCTION IN FORCE

13.7.1 Authority

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

13.7.2 Notice

Regular 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 employee organization shall also be so notified.

13.7.3 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. Extra hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full time permanent employee.

13.7.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced 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 factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

13.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level for which ~~he or she~~ they meets the minimum qualifications, or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

13.7.6 Transfer Rights

The Human Resources Director 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. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.2, but no longer than the effective date of such layoff or reduction.

13.7.7 *Layoff Procedure Notification*

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the Union to review and receive feedback on the procedure to be used to inform and process those classifications and individuals who are determined to be laid off. The information gained in this meeting from the Union by the City will be advisory and not binding.

13.8 RE-EMPLOYMENT

13.8.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

13.8.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

13.8.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and shall be removed from the re-employment list.

13.8.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

13.8.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

13.8.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

SEIU LOCAL 1021:

CITY OF SAN RAFAEL:

~~**Aaron Burton, Field Representative**~~~~**Tiffany Crain**~~
~~**SEIU Local 1021 Chief Negotiator**~~

~~**Tim Davis, Lead Chief Negotiator**~~
~~**City of San Rafael**~~~~**Burke Williams Sorensen**~~

~~**Jana Blunt, Field Representative**~~~~**Joel Evans-Fudem**~~
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~~**Cristine Alilovich**~~
~~**Assistant City Manager**~~

~~**Kenny Gatlin, Chapter President**~~~~**Andrea Zanetti**~~
~~**SEIU Local 1021 Regional Director**~~

~~**Sylvia Gonzalez-Shelton**~~
~~**HR Operations Manager**~~

~~**John Stead-Mendez, Executive Director**~~
~~**SEIU Local 1021**~~

~~**Thomas Wong**~~
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~~**Kenny Gatlin, SEIU Bargaining Team Member**~~

~~**Date**~~

~~**Tiffany Haley, SEIU Bargaining Team Member**~~

~~**Allan Lee, SEIU Bargaining Team Member**~~

~~**Jamie Poirier, SEIU Bargaining Team Member**~~

~~**Wes Sitchler, SEIU Bargaining Team Member**~~

~~**Date**~~