



AGENDA

SAN RAFAEL CITY COUNCIL – TUESDAY, JULY 6, 2021

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Executive Order N-29-20, the City of San Rafael will no longer offer an in-person meeting location for the public to attend. This meeting will be held virtually using Zoom and is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting:

- Submit public comment in writing before 4:00 p.m. the day of the meeting to city.clerk@cityofsanrafael.org.
- Join the Zoom webinar and use the 'raise hand' feature to provide verbal public comment.
- Dial-in to Zoom's telephone number using the meeting ID and provide verbal public comment.

Any member of the public who needs accommodations should contact the City Clerk (email city.clerk@cityofsanrafael.org or phone at 415-485-3066) who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

CLOSED SESSION AT 6:00 P.M.

Watch on Webinar: <https://tinyurl.com/cs-2021-07-06>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 852-3461-8723#

OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:
 - a. Conference with Labor Negotiators - Government Code Section 54957.6
Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, and Sylvia Gonzalez-Shelton
Employee Organization: SEIU - Childcare; San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.

Watch on Webinar: <https://tinyurl.com/cc-2021-07-06>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 817-3692-0337#

OPEN TIME FOR PUBLIC EXPRESSION

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City

Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

CITY MANAGER'S REPORT:

3. City Manager's Report:

COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

4. Councilmember Reports:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

5. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, June 21, 2021 (CC)

Recommended Action – Approve minutes as submitted

b. **California State Preschool Contract**

Resolution Approving a Contract (California State Preschool Program-1283) with the California Department of Education to Provide Funding in the Amount of \$238,821 for Fiscal Year 2021-2022 for Child Development Services and Authorizing the City Manager to Execute the Contract Documents (LR)

Recommended Action – Adopt Resolution

c. **San Rafael Parks and Recreation Master Plan Steering Committee**

Resolution Approving the Formation of a 15-Member Ad-Hoc Parks and Recreation Master Plan Steering Committee (LR)

Recommended Action – Adopt Resolution

d. **Special Event Street Closures in Downtown San Rafael**

Informational Report Regarding Temporary Closure of Streets in Downtown San Rafael for the Continuation of the Dining Under the Lights Program and the City COVID Outdoor Dining and Retail Program; and Resolution Authorizing the Temporary Closure of C Street from Fourth Street to Third Street for the Youth in Arts Special Event on July 23, 2021 (PW)

Recommended Action – Accept report and Adopt Resolution

SPECIAL PRESENTATIONS

6. Special Presentations:

a. Presentation of Proclamation Designating July 2021 as Park and Recreation Month (LR)

PUBLIC HEARINGS

7. Public Hearings:

a. **Prohibition of Camping on Certain Public Property**

An Urgency Ordinance of the City Council of the City of San Rafael, Pursuant to California Government Code Section 36937(B), Prohibiting Camping or Lodging at Any Time in Boyd Park and in City Parking Garages (CA)

Recommended Action – Adopt Ordinance (4/5 vote)

b. **Proposed Library and Recreation Department Fee Update**

Resolution Approving Amendments to the City Master Fee Schedule Updating Library, Recreation, and Childcare Fees (LR)

Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS

8. Other Agenda Items:

a. **Highway 101 to Interstate 580 Connector Project**

Presentation of Potential Guiding Principles Representing San Rafael's Interests in the Transportation Authority of Marin's (TAM) Study of Alternative Alignments for the 101 to 580 Connector Project (PW)

Recommended Action – Accept report

b. **New Memorandum of Understanding with San Rafael Firefighters' Association (SRFA)**

Resolution Approving a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Firefighters' Association (SRFA) (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Adopt Resolution

c. **Successor Memorandum of Understanding with AFSCME/Local 1 & Furlough Reimbursement Side Letter**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for AFSCME / Local 1 (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Direct staff to return with Resolution adopting MOU

d. **Successor Memorandum of Understanding with Western Council of Engineers & Furlough Reimbursement Side Letter**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for Western Council of Engineers (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Direct staff to return with Resolution adopting MOU

e. **Successor Memorandum of Understanding with San Rafael Fire Chief Officers' Association**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Direct staff to return with Resolution adopting MOU

f. **Successor Memorandum of Understanding with San Rafael Police Mid-Management Association**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Management Association (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Direct staff to return with Resolution adopting MOU

g. **Successor Memorandum of Understanding with SEIU Local 1021 & Furlough Reimbursement Side Letter**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for SEIU Local 1021 (July 1, 2021 Through June 30, 2024) (HR)

Recommended Action – Direct staff to return with Resolution adopting MOU

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing Lindsay.lara@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request.



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, JUNE 21, 2021

CORONAVIRUS (COVID-19) ADVISORY NOTICE

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Present: Mayor Kate
Vice Mayor Bushey
Councilmember Hill
Councilmember Kertz
Councilmember Llorens Gulati

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

CLOSED SESSION AT 5:00 P.M.

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OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:
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Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, and Sylvia Gonzalez-Shelton
Employee Organization: SEIU - Childcare; San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.
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Mayor Kate called the meeting to order at 7:00 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Attorney Robert Epstein announced that no reportable action was taken in the Closed Session held prior to the meeting.

Mayor Kate provided opening remarks, which included elevating positive community engagement going forward, last meeting for Director of Homeless Planning and Outreach Andrew Hening and a land acknowledgment.

City Clerk Lindsay Lara announced the process for Spanish interpretation tonight. She informed the community that the meeting would be streamed live to YouTube and through Zoom and members of the public would provide public comment either on the telephone or through Zoom. She explained the process for community participation on the telephone or through Zoom. Also, City Clerk Lara announced that the City is preparing a hybrid virtual public meeting model and informed the community of the public comment modifications for City Council and Planning Commission meetings, as of June 15th.

OPEN TIME FOR PUBLIC EXPRESSION

Correspondence in real-time through Zoom or on telephone

- Pam Reaves addressed the City Council regarding the Planning Commission Appointment item.
- Victoria DeWitt addressed the City Council regarding the Planning Commission Appointment item.
- Shirley Fischer addressed the City Council regarding the Planning Commission Appointment item.
- M. Anne Hussong addressed the City Council regarding traffic concerns on Laurel Place and Robert Dollar Drive.
- Susan Adler addressed the City Council regarding safety and traffic concerns in Boyd Park and Laurel neighborhood.
- David Smith addressed the City Council regarding Boards & Commissions application process.
- Rita Channon addressed the City Council regarding the Boyd Park homeless encampment.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz announced:

- COVID-19 and the City's response update
- Drought update
- 9th consecutive year for the City to receive the Certificate of Achievement for Excellence in Financial Reporting (from The Government Finance Officers Association of the US and Canada)
- Boards and Commissions vacancies

COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

4. Councilmember Reports:

- Councilmember Bushey reported on Dining Under the Lights, as well as, Central Marin Sanitation Agency and Loch Lomond Development Oversight Committee meetings.
- Councilmember Hill reported on the upcoming Parks & Recreation Master Plan process and an upcoming Association of Bay Area Government (ABAG) meeting.
- Councilmember Kertz reported on Age-Friendly Initiative, homelessness and Marin Wildfire Prevention Authority (MWPA) meetings.
- Councilmember Llorens Gulati reported on a Canal Policy Working Group meeting, Pickleweed Advisory Committee interviews and a Transportation Authority of Marin (TAM) meeting.
- Mayor Kate reported on Central Marin Sanitation Agency, Marin Recovers, SMART and homelessness meetings.

CONSENT CALENDAR:

Mayor Kate held items 5.b, 5.c and 5.g from the Consent Calendar.

Mayor Kate invited public comment on the remainder of the Consent Calendar; however, there was none.

Councilmember Bushey moved and Councilmember Kertz seconded to approve the remainder of the Consent Calendar.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

5. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, June 7, 2021 (CC)
Approved minutes as submitted
- b. **Planning Commission Appointment**
Approve Appointment of Camille Harris to Fill One Four-Year Term to the End of June 2025 on the Planning Commission (CC)

This item was held from the Consent Calendar (and heard afterwards).

Lindsay Lara, City Clerk presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Scott Frerich, Victoria DeWitt

Councilmembers provided comments.

Councilmember Hill moved and Councilmember Bushey seconded to approve appointment.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Approved appointment

c. [Pickleweed Advisory Committee Appointments](#)

Approve Appointments of Kate Sprague, Louise Yost, Rosa Vasquez and Nancy Palacios to Fill Four Four-Year Terms to the End of December 2024 on the Pickleweed Advisory Committee Due to the Expiration of Terms of Jenny Broering, Louise Yost and Lieu Phan and the Creation of Two Additional Positions on the Pickleweed Advisory Committee (CC)

This item was held from the Consent Calendar (and heard afterwards).

Lindsay Lara, City Clerk presented the Staff Report.

Mayor Kate invited public comment; however, there was none.

Councilmember Llorens Gulati moved and Councilmember Bushey seconded to approve appointments.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Approved appointments

d. **Statement of Economic Interests Annual Filings**

Report on Fair Political Practices Commission Form 700, Statement of Economic Interests, 2020 Annual Filings, For Section 87200 Filers and Designated Employees, Including Consultants, Design Review Board, And Park and Recreation Commission (CC)

Accepted Report

e. **Liability Claims Administration Services**

Resolution Authorizing the City Manager to Execute an Agreement with George Hills Company for the Provision of Third-Party Liability Claims Administration Services for a Three-Year Period, in an Amount Not to Exceed \$299,800 (CA)

Resolution 14933 - Resolution Authorizing the City Manager to Execute an Agreement with George Hills Company for the Provision of Third-Party Liability Claims Administration Services for a Three-Year Period, in an Amount Not to Exceed \$299,800

f. **Crime Analyst Services**

Resolution Authorizing the City Manager to Renew an Agreement for Crime Analysis Services with LexisNexis Risk Solutions, Inc., for One Year, in an Amount Not to Exceed \$143,799, And Appropriating This Amount from The Safety Grant Fund to Support the Agreement (PD)

Resolution 14934 - Resolution Authorizing the City Manager to Renew an Agreement for Crime Analysis Services with LexisNexis Risk Solutions, Inc., for One Year, in an Amount Not to Exceed \$143,799, And Appropriating This Amount from The Safety Grant Fund to Support the Agreement

g. **Third Street Rehabilitation – Contract for Construction Management, Inspection, and Material Testing**

Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering, Inc. For Construction Management, Inspection, And Material Testing Services Associated with The Third Street Rehabilitation Project, in an Amount Not to Exceed \$1,168,300 Funded through Grants (PW)

This item was held from the Consent Calendar (and heard afterwards).

Bill Guerin, Public Works Director and April Miller, Assistant Public Works Director are present.

Councilmember Hill acknowledged that he has a conflict of interest due to the proximity of his residence to this project. He left the meeting before this item at 7:53 p.m.

Mayor Kate invited public comment; however, there was none.

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Hill

Resolution 14935 - Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering, Inc. For Construction Management, Inspection, And Material Testing Services Associated with The Third Street Rehabilitation Project, in an Amount Not to Exceed \$1,168,300 Funded through Grants

Councilmember Hill returned to the meeting after this item at 7:55 p.m.

PUBLIC HEARINGS

6. Public Hearings:

a. **Eviction Moratorium Through September 2021**

An Urgency Ordinance of the City Council of the City of San Rafael, Pursuant to California Government Code Section 36937(B), Barring Evictions in The City of San Rafael Through September 30, 2021 Due to the Public Health Emergency Arising from COVID-19 (CD)

City Clerk Lindsay Lara announced the process again for Spanish interpretation.

Alicia Giudice, Community Development Director and Leelee Thomas, Marin County Community Development Agency presented the staff report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Darling Ruiz, Voces Del Canal, Aurelia Vargas, Voces Del Canal, Maria Salinas, Voces Del Canal, Anabel Vicente, Blanca Salinas, Voces Del Canal

Meeting on recess from 8:58 p.m. – 9:06 p.m.

Speakers: Rhovy Lyn Antonio, California Apartment Association, Rosa Vasquez, Voces Del Canal, Johnson Reynolds, Cruz Vargas, Voces Del Canal

Staff responded to public comment.

Staff responded to questions from Councilmembers.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to adopt Urgency Ordinance No. 1994, with the two modifications as presented by Staff.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Adopted Urgency Ordinance No. 1994 - An Urgency Ordinance of the City Council of the City of San Rafael, Pursuant to California Government Code Section 36937(b), Barring Evictions in the City of San Rafael Through September 30, 2021 Due to the Public Health Emergency Arising from COVID-19

- b. [Baypoint Lagoons Assessment District](#)
Resolution Confirming the Engineer's Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2021-22 (PW)

Talia Smith, Senior Management Analyst presented the Staff Report.

Mayor Kate invited public comment; however, there was none.

Councilmembers provided comments.

Councilmember Hill moved and Councilmember Kertz seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Resolution 14936 - Resolution Confirming the Engineer's Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2021-22

- c. [Point San Pedro Road Median Landscaping Assessment District](#)
Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2021-22 (PW)

Talia Smith, Senior Management Analyst presented the Staff Report.

Staff, including Al Cornwell, CSW/Stuber-Stroeh Engineering Group, responded to questions from Councilmembers.

Mayor Kate invited public comment; however, there was none.

Councilmember Bushey moved and Councilmember Llorens Gulati seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Resolution 14937 - Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2021-22

OTHER AGENDA ITEMS

7. Other Agenda Items:

- a. [**Public Art Pilot Program Update and Mural at 3301 Kerner Boulevard**](#)
Informational Report Regarding the San Rafael Pilot Public Art Program and the Installation of a Public Art Mural at 3301 Kerner Boulevard (CM)

Cristine Alilovich, Assistant City Manager presented the Staff Report on the San Rafael Pilot Public Art Program Update.

Lorenzo Jones, San Rafael Social Justice Public Art Group provided comments.

Kristen Jacobson, Youth in Arts provided comments.

Talia Smith, Senior Management Analyst presented the Staff Report on the Canal Arts Initiative Group.

Rich Storek, Canal Arts Initiative provided comments.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment; however, there was none.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to accept the report.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Accepted Report

- b. [Final Citywide Proposed Budget for Fiscal Year 2021-2022 and Legal Spending Limit](#)
 - i. **Resolution Approving the Citywide Budget and Capital Improvement Program for the Fiscal Year 2021-2022 and Providing for the Appropriations and Expenditure of All Sums Set Forth in the Budget in the Amount of \$127,789,398 (Fin);**
 - ii. **Resolution Approving Fiscal Year 2021-2022 Gann Appropriations Limit at \$150,770,339 (Fin)**

Nadine Hade, Finance Director presented the Staff Report.

Mayor Kate invited public comment; however, there was none.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Llorens Gulati seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Resolution 14938 - Resolution Approving the Citywide Budget and Capital Improvement Program for the Fiscal Year 2021-2022 and Providing for the Appropriations and Expenditure of All Sums Set Forth in the Budget in the Amount of \$127,789,398

Councilmember Bushey moved and Councilmember Llorens Gulati seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Resolution 14939 - Resolution Approving Fiscal Year 2021-2022 Gann Appropriations Limit at \$150,770,339

- c. [Approval of the New Memorandum of Understanding with San Rafael and San Rafael Police Association \(SRPA\)](#)

Resolution Approving a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Association (SRPA) (July 1, 2021 Through June 30, 2024) (HR)

Sylvia Gonzalez, HR Operations Manager presented the Staff Report.

Mayor Kate invited public comment; however, there was none.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Resolution 14940 - Resolution Approving a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Association (SRPA) (July 1, 2021 Through June 30, 2024)

d. [Successor Memorandum of Understanding Between the City of San Rafael and San Rafael Firefighters' Association](#)

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Firefighters' Association (July 1, 2021 Through June 30, 2024) (HR)

Sylvia Gonzalez, HR Operations Manager presented the Staff Report.

Mayor Kate invited public comment; however, there was none.

Councilmembers provided comments.

Councilmember Hill moved and Councilmember Kertz seconded to direct staff to return with resolution adopting MOU.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Directed staff to return with resolution adopting MOU

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 10:58 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

KATE COLIN, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Kelly Albrecht,
Senior Recreation Supervisor

City Manager Approval: _____

TOPIC: CALIFORNIA STATE PRESCHOOL CONTRACT

SUBJECT: RESOLUTION APPROVING A CONTRACT (CALIFORNIA STATE PRESCHOOL PROGRAM-1283) WITH THE CALIFORNIA DEPARTMENT OF EDUCATION TO PROVIDE FUNDING IN THE AMOUNT OF \$238,821 FOR FISCAL YEAR 2021-2022 FOR CHILD DEVELOPMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS

RECOMMENDATION:

Adopt a resolution approving a contract (California State Preschool Program-1283) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizing the City Manager to execute the contract documents.

BACKGROUND:

The California State Department of Education, State Preschool Program supports part-day education for children four to five years of age. Funded programs are required to provide developmentally appropriate educational, health, social, and nutritional services to eligible low-income families. Parent education and participation along with strategies to transition the children of disadvantaged families into the public school kindergarten program are required of the State funded programs.

Since 1998, Pickleweed Children's Center, in the Canal neighborhood of San Rafael, has been the recipient of California State Preschool Program funding. The funding substantially covers the cost of 48 students' preschool education during the academic school year.

In addition to the California State Preschool Program, the Pickleweed Children's Center also provides an additional preschool classroom funded by First Five Marin, serving 20 students.

ANALYSIS:

This contract provides no-cost preschool services for income eligible families. The children served by this contract live in East San Rafael, where there is the greatest need for preschool services in San Rafael.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Students are accepted into the Preschool Program at the Pickleweed Children’s Center utilizing the services of the Marin Child Care Council. The Council maintains an eligibility list for qualified low-income families seeking preschool and child care placement. City staff reviews the eligibility list for current families in San Rafael with age-appropriate students. Through personal contact, staff assists families in the registration process.

Through the California State Preschool Program and First Five Marin funding, the City is able to provide free preschool programs to 68 children from low-income families annually.

FISCAL IMPACT:

The City is seeking grant funding from the California Department of Education in the amount of \$238,821 for the Preschool Program at the Pickleweed Children’s Center. The preschool program’s estimated budget for Fiscal Year 2021-2022 is as follows:

Program Budgeted Expenditures FY 2021-22:	\$434,398
Program Budgeted Revenues FY 2021-22:	
California State Department of Education State Preschool Program	\$238,821
First 5 Marin	\$104,017
Community Development Block Grant (Federal)	\$21,500
Safety Net (Marin Child Care Council)	\$20,000
Available Fund Balance	<u>\$50,060</u>
	\$434,398

OPTIONS:

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

1. Adopt the resolution as proposed, approving the contract with the California State Department of Education.
2. Do not adopt the resolution, resulting in the City declining the opportunity to receive grant funding from to the California State Department of Education.

RECOMMENDED ACTION:

Adopt a resolution approving a contract (California State Preschool Program-0287) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizing the City Manager to execute the contract documents.

ATTACHMENTS:

1. Resolution
2. California State Preschool Program-1283 Grant Application and Contract

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING A CONTRACT (CALIFORNIA STATE PRESCHOOL PROGRAM-1283) WITH THE CALIFORNIA DEPARTMENT OF EDUCATION TO PROVIDE FUNDING IN THE AMOUNT OF \$238,821 FOR FISCAL YEAR 2021-2022 FOR CHILD DEVELOPMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS

WHEREAS the City operates the Pickleweed Preschool at the Pickleweed Children's Center; and

WHEREAS the City desires to provide no-cost preschool programming to low-income families from East San Rafael through programming at the Pickleweed Children's Center; and

WHEREAS, the State of California has awarded the City of San Rafael funds for subsidy of the Pickleweed Preschool Program since 1998; and

WHEREAS, the City of San Rafael has been awarded a contract with the California Department of Education for State Preschool Services in the amount of \$238,821 for Fiscal Year 2021-2022.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of San Rafael does hereby approve a Contract (California State Preschool Program-1283) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizes the City Manager to execute the Contract documents in a form approved by the City Attorney.

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 Tuesday, the 6th day of July 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

**DIRECTIONS AND FORMS FOR
CHILD CARE AND DEVELOPMENT CONTRACTS
(CSPP, CPKS)**

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DIRECTIONS FOR CONTRACT EXECUTION

1. **Please read the entire document carefully.**
2. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>

3. The Child Development contract and all completed documents may be signed via Adobe Acrobat digital signature and submitted electronically, or via wet ink and mailed to the department. See below for details.

A. For E-Mail Submission of Digitally Signed Contracts

- If you wish to use Adobe Acrobat digital signature, please have the authorized signatory use Adobe Acrobat to digitally sign the Child Development Contract. NOTE: must use password protected Adobe Acrobat digital signature.

When submitting the Adobe digitally signed forms, the authorized signatory must reply to the CDE's email and must include the following certifying statement:

"I am authorized to, and have approved, the attached documents for [CONTRACT ANALYST MUST insert contract number and include any amendments as "-01"], and have not altered the forms attached."

- Please be sure to have the contract and all required documents filled out completely and signed by the authorized official.
 - Print name, title, and address where requested.
 - Fill in place of performance on the Federal Certifications.
 - Do not alter the documents in any way.
 - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- E-mail signed contracts and all completed documents *as soon as possible* to: CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

B. For Mail Submission of Hard Copy with Original Signature Contracts

Print two (2) copies of this document beginning with the Contract Checklist through the Contract and encumbrance (pages 9 through the end), *single-sided only*.

- Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Have both copies of the contract and all required documents filled out

completely and signed by the authorized official.

- Sign documents in *blue ink* only;
 - Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.
 - Print name, title, and address where requested.
 - Fill in place of performance on the Federal Certifications.
 - Do not sign the encumbrance page—it's for CDE use only.
 - Do not alter documents in any way.
 - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- Mail signed contracts and all completed documents *as soon as possible* to:
Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

4. Upon contract execution, CDE will return a copy to you. If submitted electronically, the executed contract will be returned electronically. If submitted in hard copy, the executed contract will be returned in hard copy. For questions please email CHILDDEVELOPMENTCONTRACTS@cde.ca.gov.

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- The individual signing the contracts does not have signature authority to enter into contractual agreements.

For Digitally Signed Contracts:

- Contract is not signed with Adobe Acrobat digital signature.
- Contract is emailed without certifying statement form authorized signatory.

For Wet Ink Signed Contracts:

- Contract is mailed to the incorrect address.
- Contract is not signed with original signatures in *blue ink*.
- Contract was printed illegibly, double-sided or formatting has been changed.

RESOLUTION/SIGNATURE AUTHORITY

1. PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, board resolution or minutes, authorizing delegation of authority (signature authority) is required.

2. PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

SAMPLE RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-22.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 20XX, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

1. BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

A resolution from a private agency is not required. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

2. FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-04/2017 form.

3. PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.

- Space has been added or deleted.

If this occurs, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way will not be accepted.

4. CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please email CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or Program Consultant.

Direct all contract correspondence to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CONTRACT CHECKLIST

Contractor Name:

Contract #:

Place a check mark next to each item being returned. Please note that every form in your package is required.

- Checklist
- Signed California Civil Rights Laws Certification (CO-005)
- Signed Contractor Certification Clause (CCC-4/2017)
 - **Must complete ALL spaces, including Federal ID Number**
- ~~Signed Federal Certification (CO.8)~~
 - ~~**Must complete the place of performance**~~
- Signed (in **blue ink**) contract with original signatures
 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**

OR

Signed contract with a password-protected Adobe digital signature

 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**
- Encumbrance Page
 - **Informational only; do not sign.**
- For Public Agencies, must include board resolution or minutes authorizing execution of contract (if applicable)
- For Public Agencies, must include board resolution or minutes, authorizing delegation of authority (if applicable)

In accordance with *Directions for Contract Execution* section of this document, mail or e-mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS (CO.8)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1283

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 21-2193-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: CITY OF SAN RAFAEL

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$238,821.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 175 4,791.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp.

Table with 2 main columns: STATE OF CALIFORNIA and CONTRACTOR. Rows include: BY (AUTHORIZED SIGNATURE), PRINTED NAME OF PERSON SIGNING, TITLE, and ADDRESS.

Table with 4 columns: Financials (Amount Encumbered, Prior Amount, Total Amount), Program/Category, Fund Title, and Object of Expenditure. Includes a signature line for the Accounting Officer and a date field.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2020, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Susan Andrade-Wax,
Library and Recreation Director

City Manager Approval:

TOPIC: SAN RAFAEL PARKS AND RECREATION MASTER PLAN STEERING COMMITTEE

SUBJECT: RESOLUTION APPROVING THE FORMATION OF A 15-MEMBER AD-HOC PARKS AND RECREATION MASTER PLAN STEERING COMMITTEE

RECOMMENDATION:

Adopt a resolution approving the formation and composition of the Parks and Recreation Master Plan Steering Committee from the advisory boards, commission and committees, and community organizations specified in this report.

BACKGROUND:

There has been a significant growth in the demand for recreation services and facilities that is requiring a thorough assessment. In addition, the scope of recreational programming has been changing such that it is now defined not so much in terms of specific leisure activities, but in terms of meaningful experiences that contrast with work and school obligations, enhance personal skills and increase an awareness of the larger community.

To address this situation, the City Council's Goals and Objectives and Measure A Work Plan includes a Parks and Recreation Master Plan. This plan will provide a foundation for the future development and maintenance of parks, facilities, and amenities. Specifically, the Master Plan will analyze the use of existing facilities, assess their condition, gather community input, provide recommendations for improvement, and suggest funding/implementation strategies.

The Master Plan will be based upon the 2040 General Plan which set forth specific actions to help implement public facilities and community programs, objectives and policies. This process shall meet the City's goal to provide a diverse and inclusive process. After significant collaboration between the consultant, City staff, Parks & Recreation Master Plan Steering Committee, and the community, the Master Plan will be a valuable strategic guide and create a roadmap for both current and future development.

FOR CITY CLERK ONLY

Council Meeting:

Disposition: Resolution

ANALYSIS:

Over the past few years, the City has developed a model for using “ad-hoc” and/or “steering” committees to achieve desired outcomes; recent examples include the General Plan 2040, Downtown Precise Plan, Bicycle and Pedestrian Master Plan, Climate Change Action Plan, Wildfire Prevention and Protection Action Plan, and Library and Community Center Conceptual Design Plan. This model of City and public collaboration has served well to address the issues in a timely manner while allowing for a participatory community process.

DISCUSSION:

Steering Committee

The 15-person Steering Committee will be instrumental in guiding the project team regarding engaging the community and reviewing content before releasing the Master Plan to a broader audience. The project team will meet with this group 5-7 times throughout the process. Each meeting will focus on presenting the project team’s research, exploring the City’s history of parks/recreation, and strategizing on how to engage the community during workshops most effectively.

The Steering Committee includes individuals who come from diverse backgrounds to get input and feedback from the broadest cross-section. Throughout the process, the Steering Committee will be the project team’s primary support in spreading the word about engagement and answering questions about local knowledge and City culture.

- One (1) Park and Recreation Commissioner
- One (1) Pickleweed Advisory Committee Member (Non-P & R Commissioner)
- One (1) Library Board of Trustees Member
- One (1) Bicycle & Pedestrian Advisory Committee Member
- One (1) Age-Friendly Task Force Board Member
- One (1) ADA Advisory Committee Member or Marin Center for Independent Living
- Two (2) Youth Sports Organizations Board Members (1 Field Based Youth Sport & 1 Non-Field Based Youth Sport)
- One (1) Local Non-Profit Recreation Service Provider Representative
- One (1) Local Non-Profit Multi-Cultural Social Service Provider
- One (1) Artworks Downtown Representative
- One (1) Marin Conversation League Representative (Open Space)
- One (1) SRCS District Representative
- One (1) Marin County Parks Representative
- One (1) Chamber of Commerce Representative

The Park and Recreation Commission, Library Board of Trustees, Pickleweed Advisory Committee, Bicycle & Pedestrian Advisory Committee and Age-Friendly Task Force representatives will be selected from their respective memberships. The other advisory groups and/or organizations will each select a representative.

Committee Roles and Expectations

To assure a successful and timely process, it is important to define the role of the Committee. Similar to other recently formed committees, staff have identified the following roles and responsibilities:

- Be informed, collaborative and solution oriented. Be committed to attending meetings, reviewing relevant information and being prepared to balance individual and special interests for the overall good of the community.

- Provide a forum for community discussion. Actively engage the community in a constructive dialogue about the options for future services and facilities. Be open to varied comment and viewpoints.
- Provide input on draft products. Review and provide input on draft documents as requested by staff.
- Keep their respective commission, committee and/or agency informed and up to date regarding Committee activity. Keeping the lines of communication open at their commission, committee or agency assures that there is collective collaboration throughout the process which helps lead to a successful conclusion.
- Provide recommendations as requested by City staff. Providing recommendations to the City Council and/or commissions is important to assure they receive guidance prior to making decisions needed to formally adopt the Master Plan.

COMMUNITY OUTREACH OF MASTER PLAN PROCESS:

Community Engagement Process

Creating a shared vision for San Rafael's diverse population means creating a multi-pronged community outreach plan. To ensure the project team receives the most feedback from the broadest cross-section of the City, the process will solicit input through community meetings, surveys, and interviews with community stakeholders. The purpose is to collect as much information as possible to create a complete understanding of how San Rafael's current park and the recreational system is meeting or failing to meet community needs.

Stakeholder Interviews

Interviews with selected stakeholders such as key City personnel and community leaders to gain valuable perspective regarding needs, expectations, and current conditions.

Focus Groups

Focus Groups are a critical tool for understanding the community's concerns, opportunities, values, and needs. Focus Group meetings would provide an in-depth discussion with a select group of experts and constituents on specific topics. This will allow the project team to leverage the community's existing knowledge to collect as much pertinent information as possible in a comfortable, open forum. Participants will represent a myriad of community partners, non-profits, activists, volunteers, and employees.

Community Workshops

Community workshops will be held to get feedback from a larger group of San Rafael residents. Workshops will be held during weekday evenings in different areas of the City to make it more convenient for people to attend.

Statistically Valid Survey & Open Participation Survey/Questionnaires

The purpose of this survey is to receive an objective, unbiased response from constituents. Surveys will be made available in both English and Spanish. These surveys will be in addition to the community workshops, series of focus groups, and advisory committee meetings that involved a broad spectrum of stakeholders.

City Website

All meeting information and materials will be available on the City's website and City staff will encourage participants to provide the City with their e-mail addresses in order to keep them informed of the processes progress and upcoming meetings and events.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

OPTIONS:

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

1. Adopt a resolution approving the formation and composition of the Parks and Recreation Master Plan Steering Committee from the advisory boards, commission and committees and community organizations specified in this report.
1. Adopt resolution with modifications.
2. Do not adopt the resolution and direct staff to return with more information.
3. Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving the formation and composition of the Parks and Recreation Master Plan Steering Committee from the advisory boards, commission and committees and community organizations specified in this report.

ATTACHMENT:

1. Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING THE FORMATION OF A 15-MEMBER AD-HOC PARKS AND RECREATION MASTER PLAN STEERING COMMITTEE

WHEREAS, there has been a significant growth in the demand for recreation services and facilities that is requiring a thorough assessment; and

WHEREAS, the Parks and Recreation Master Plan will provide a foundation for the future development and maintenance of parks, facilities, and amenities; and

WHEREAS, the City Council's approved Goals and Objectives and Measure A Work Plan include the development of a City-wide Parks and Recreation Master Plan; and

WHEREAS, the Parks and Recreation Master Plan will be based upon the proposed 2040 General Plan which sets forth specific actions to help implement public facilities and community programs, objectives and policies; and

WHEREAS, the Parks and Recreation Master Plan planning process shall meet the City's goal to provide a diverse and inclusive process; and

WHEREAS, the City has developed a model for using "ad-hoc" and/or "steering" committees to achieve desired outcomes in other planning processes; and

WHEREAS, this model of City and public collaboration has served well to address the issues in a timely manner while allowing for a participatory community process; and

WHEREAS, the 15-Member Ad-Hoc Steering Committee includes individuals who come from diverse backgrounds to get input and feedback from the broadest cross-section; and

WHEREAS, throughout the process, the Steering Committee will be the project team's primary support in spreading the word about engagement and answering questions about local knowledge and City culture; and

NOW, THEREFORE, BE IT RESOLVED that the San Rafael City Council approves the formation of the 15-Member Ad-Hoc Parks and Recreation Master Plan Steering Committee; and

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 said City held on Tuesday, the 6th day of July 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin
Director of Public Works

City Manager Approval: 

TOPIC: SPECIAL EVENT STREET CLOSURES IN DOWNTOWN SAN RAFAEL

SUBJECT: 1. INFORMATIONAL REPORT REGARDING TEMPORARY CLOSURE OF STREETS IN DOWNTOWN SAN RAFAEL FOR THE CONTINUATION OF THE DINING UNDER THE LIGHTS PROGRAM AND THE CITY COVID OUTDOOR DINING AND RETAIL PROGRAM

2. RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF C STREET FROM FOURTH STREET TO THIRD STREET FOR THE YOUTH IN ARTS SPECIAL EVENT ON JULY 23, 2021

RECOMMENDATION: Staff recommends that the City Council:

1. Receive the informational report regarding temporary closure of streets in downtown San Rafael for the continuation of the Dining Under the Lights program and the City COVID Outdoor Dining and Retail Program.
2. Authorize the temporary closure of C Street from Fourth Street to Third Street from 1:00 p.m. to 10:00 p.m. for the Youth in Arts special event on July 23, 2021.

Closure of B Street from Fourth Street to Third Street for Dining Under the Lights (DUTL)

BACKGROUND: The San Rafael Municipal Code requires City Council approval of all special events which necessitate the temporary closure of City streets and temporary parking restrictions. Historically, the City has brought all proposed street closures to City Council in compliance with this code.

However, in spring 2020, the Coronavirus pandemic and the unprecedented economic hardship it brought upon San Rafael's business community called for a temporary expansion of this approval authority to the City Manager in order to more quickly support the local economy with expanded options for COVID-safe outdoor dining and commerce. On June 1, 2020 the City Council approved several temporary COVID-relief measures, including the Dining Under the Lights program and the implementation of a separate temporary outdoor dining and retail program.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

The Council action taken on June 1, 2020 authorized evening street closures twice per week at times and locations determined by the City Manager. Importantly, the Council action also granted the City Manager the ability to modify the existing municipal code requirements, which included full cost recovery associated with any street closures. Therefore, the Council action granted the City Manager the authority to temporarily reduce and/or waive the fees associated with street closures to make it easier, faster, and less expensive for local restaurants and retail businesses to use the City's streets and sidewalks for their business operations.

As a result of these emergency temporary measures, many establishments in downtown San Rafael have continued to operate during the Coronavirus pandemic. The City partnered with the Business Improvement District (BID) and Chamber of Commerce to implement a "Dining Under the Lights" program which closed much of Fourth Street to traffic on Thursday and Friday evenings to both bring patrons to downtown San Rafael and allow restaurants expanded outdoor seating while indoor dining was either prohibited or restricted.

Additionally, the City quickly set up and implemented a highly responsive temporary outdoor dining and retail program which allowed restaurants and retailers in San Rafael to utilize both the sidewalks and parking spaces adjacent to their businesses for operations. For this program, Public Works, Parking Services, the Fire Department, Community Development, and Economic Development all came together to establish building and safety guidelines to allow the establishment of temporary structures within the public right-of-way to meet the pressing need for our business community.

Both temporary programs – Dining Under the Lights and the City Outdoor Dining and Retail program – have been hugely successful and critical for our business community in surviving the Coronavirus recession. While a handful of restaurants and retailers in downtown San Rafael have had to close their doors, these two outdoor programs have assisted businesses to stay afloat – reducing vacancies and keeping patrons shopping and dining in San Rafael throughout the pandemic.

ANALYSIS: The June 1, 2020 City Council resolution authorizing the City Manager to implement these programs allowed for the continuation of authority "until terminated by further action of the City Council."

The resolution allows the City manager to implement changes to the programs. Several minor changes to the street closures have occurred during the course of the programs including changes to better serve restaurants and businesses in the West End and to accommodate the Agricultural Institute of Marin (AIM) Farmers' Market which started up again in spring 2021. However, staff would like feedback from the City Council and the public when larger changes to the DUTL street closures occur as with the inclusion of B Street from Fourth Street to Third Street in the DUTL program.

In response to four B Street restaurant and bar establishments that have reported their business directly adversely impacted by the diversion of patron traffic to Fourth Street on Thursday and Friday nights, the City Manager allowed the expanded closure of one block of B Street, from Fourth Street to Third Street, as a part of the Dining Under the Lights program. After review from the Traffic Engineer, the impact of the B Street closure on Thursday and Friday evenings is very minimal since the street is one way – and most vehicles traversing Fourth Street utilize C and D streets which are both two-way. Traffic on B Street, when it remained open to thru traffic crossing Fourth Street during DUTL, was at only 1/3 vehicle capacity.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

FISCAL IMPACT: As outlined in the June 1, 2020 staff report, for these COVID-relief measures, the City Council authorized the temporary waiver of permit fees normally associated with both street closures and encroachment permits for the use of sidewalk and/or parking spaces for outdoor dining.

The typical City fees waived would depend on the permit type, but would have included the following:

Fee Type	Cost
Encroachment Fee	\$246
Administrative Use Permit	\$398
License Agreement	\$564
Temporary Use Permit	\$1,420

It continues to be the staff's position that removing all cost barriers to downtown businesses to remain in business and bring patrons to San Rafael will result in an increase in sales tax and maintenance of employment that will provide benefit to the City and community far exceeding any fees collected for the permits described above.

It is important to note that while the fees associated with permits above such as the \$246 cost for an encroachment permit have been waived for outdoor programs like the temporary use of parking spaces for outdoor dining, the City is still requiring participating businesses to obtain a valid encroachment permit, which includes all City insurance and liability requirements.

COMMUNITY OUTREACH: The City has partnered closely with the BID and Chamber of Commerce with all proposed and implemented street closures for DUTL and the City's COVID Outdoor Dining and Retail program. Both the BID and the Chamber have surveyed and spoken to dozens of businesses throughout the pandemic to make sure the current programs are continuing to meet their needs and assist in ensuring the economic vitality of their operations. Chief among concerns was keeping diners and shoppers coming to patronize businesses in downtown San Rafael, since many downtown areas saw a sharp decrease in traffic during the pandemic. In that regard, the DUTL has been hugely successful in keeping downtown San Rafael alive and vibrant in a safe, outdoor way.

Additionally, the City has posted online and sent out over 100 COVID-related news bulletins to thousands of San Rafael residents that included not only important public health information, but also information and updates related to Dining Under the Lights and the City's COVID outdoor dining and retail program. The City has received considerable feedback, most of which is in support of the continuation of these programs through November 2022 as currently proposed. While some retailers are not supportive of the Fourth Street closures and the impacts to their business, the City has responded and made modifications to better support the retailers who have open hours on Thursday and Fridays that overlap with the 4pm and onward DUTL closures.

One-time Closure of C Street from Fourth Street to Third Street to accommodate Youth in Arts (YIA) event

BACKGROUND: A City Council resolution is required to close any City street for a special event. The action by the Council ensures that the residents of San Rafael are notified of special event closures on City streets. YIA, a non-profit provider of arts education "was founded in 1970 by

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

local arts advocates dismayed by diminishing resources available for arts education in California schools”. YIA has requested a street closure to host a fundraising event.

ANALYSIS: The event was planned in spring 2021 to be outdoor due to ongoing virus concerns and uncertainty around indoor events, and the need for an expanded outdoor area to accommodate the number of guests is anticipated. This full-block closure on July 23, 2021 will begin at 1:00 p.m. and conclude at 10:00 p.m. when the regular Friday night Dining Under the Lights event street closure also concludes. On Friday, July 23 only, B Street will not be closed for the DUTL in order to allow access to the C Street Garage (since C Street will be closed).

FISCAL IMPACT: YIA has paid the appropriate permit fees needed to support this event. There is a minimal additional cost to set up and take down the street closure barricades and signage. The cost will be paid for through the permitting fees.

COMMUNITY OUTREACH: Youth in Arts has now notified the other businesses on the closed block of C Street which will be impacted by the July 23, 2021 afternoon and evening closure. One of the business owners expressed concern about the closure (preferred it to not be on a weekday, preferred much more notice and accommodation, etc.) but also stated that the event should continue. “No Parking” signs will also be posted prior to the event.

OPTIONS:

The City Council has the following options to consider relating to this item:

1. Accept the informational report and adopt the resolution.
2. Direct staff to make changes to the informational report and/or resolution.
3. Do not accept the information report and do not adopt the resolution.

RECOMMENDED ACTION: Accept the information report and adopt the resolution.

ATTACHMENTS:

1. Resolution authorizing the temporary closure of C Street from Fourth Street to Third Street for the Youth in Arts special event on July 23, 2021.
2. Dining Under the Lights addition of B Street to street closures - Map

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF C STREET FROM
FOURTH STREET TO THIRD STREET FOR THE YOUTH IN ARTS SPECIAL EVENT
ON JULY 23, 2021**

WHEREAS, the San Rafael City Council has determined that it is in the best interests of the public health and safety to implement a modified Traffic Plan and Road Closure for all special events in Downtown San Rafael and nearby neighborhoods; and

WHEREAS, after reviewing plans for the events and the traffic patterns, City events, planning and public safety staff have determined and recommended that C Street from Fourth Street to Third Street should be temporarily closed to through traffic from 1:00 p.m. to 10:00 p.m. on July 23, 2021 for the Youth in Arts one-time event; and

WHEREAS, the Youth in Arts organization and City signage shall give additional notice to the public of those time periods by signage and/or other appropriate means;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL HEREBY
RESOLVES:**

1. That all the above findings are true and correct; and
2. That pursuant to the authority of Vehicle Code section 21101(e), for the safety and protection of persons, both pedestrians and vehicle drivers, the City Council hereby authorizes the temporary closure of C Street from Fourth Street to Third Street from 1:00 pm to 10:00 pm on July 23, 2021.

I, Lindsay Lara, City 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 held on the 6th day of July, 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

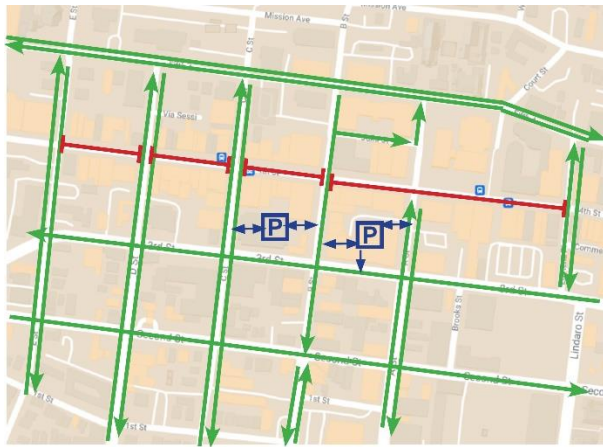
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

Proposed B Street closure during Dining Under the Lights (beg. 7/1/21)

Thursdays - Before 8pm (AIM farmers market open)

Current



Proposed

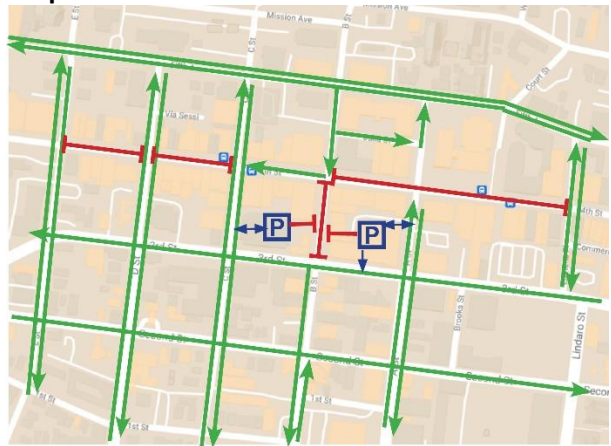


Thursdays - After 8pm (AIM farmers market vendors packing up on 4th Street)

Current



Proposed

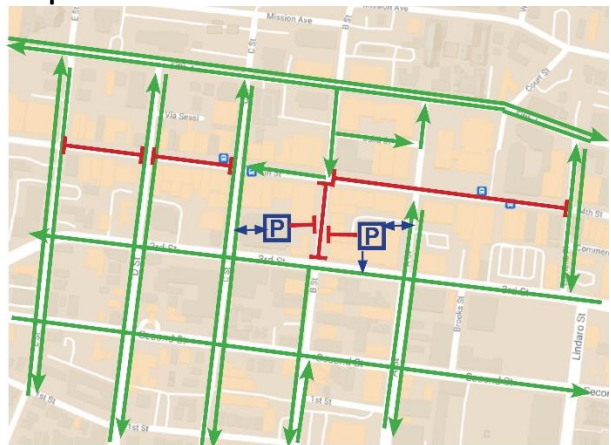


Fridays (same as Thursdays after 8pm)

Current



Proposed



City of San Rafael
Proclamation
Designation of July 2021 as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of San Rafael; and

WHEREAS, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation *supports the economic vitality of communities* by providing frontline jobs, childcare for the essential work force and promoting community revitalization; and

WHEREAS, Parks and Recreation *creates memorable experiences* through engaging virtual and physically distanced programs, dynamic online events and new learning opportunities designed to keep families active while stay-at-home orders are in place and beyond; and

WHEREAS, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, Parks and Recreation remains *versatile and innovative* in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS the City of San Rafael recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, KATE COLIN, Mayor of San Rafael, do hereby recognize that July 2021 is recognized as Park and Recreation Month in the City of San Rafael.



A handwritten signature in blue ink that reads "Kate".

Kate Colin
Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: CITY ATTORNEY

Prepared by: Lisa Goldfien,
Assistant City Attorney

City Manager Approval: 

TOPIC: PROHIBITION OF CAMPING ON CERTAIN PUBLIC PROPERTY

SUBJECT: URGENCY ORDINANCE OF THE SAN RAFAEL CITY COUNCIL, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36937(B), PROHIBITING CAMPING OR LODGING AT ANY TIME IN BOYD PARK AND IN CITY PARKING GARAGES

RECOMMENDATION:

Adopt the urgency ordinance.

BACKGROUND:

At the [June 7](#) City Council meeting, the Council received an extensive report summarizing the actions the City has been taking over the past several years to address the needs of persons experiencing homelessness, and also describing the recent establishment of larger encampments during the COVID-19 pandemic. In that report, staff presented its proposals for next steps in addressing the community's concerns about the encampments, the health and safety of the people currently living in the encampments, and opportunities arising from the impending infusion of new financial resources from the state and federal governments arising out of the pandemic. One of staff's recommendations was to study possible ordinances to address public health and safety hazards that are frequently associated with homeless encampments, including restricting encampments in high fire risk areas and in certain critical use facilities.

Historically, fire season has spanned from May to December each year. However, due to recurring dry climate conditions, fire professionals in California, including San Rafael Fire Chief White, generally agree that the fire season should now be viewed as year-round. For example, officials in Southern California issued a rare Red Flag warning on December 23rd, 2020, the latest date a warning of that level has ever been recorded. Similar conditions in January 2021 resulted in wildfires in Santa Cruz and San Mateo counties.

Since 2017, California has regularly experienced numerous unprecedented, fast-moving, and catastrophic wildfires which resulted in the tragic loss of dozens of lives and thousands of structures in both rural and urban areas of the state. So far, Marin County has been fortunate to escape these

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

devastating fires, but they have prompted both San Rafael and the County to focus intensively on expanding existing and creating new wildfire mitigation strategies, culminating in 2020 with the City's Wildfire Prevention and Protection Action Plan and the establishment of the 17-member agency Marin Wildfire Prevention Authority, funded by the voter-approved Measure C parcel tax. (See staff reports of [August 20, 2018](#), [September 3, 2019](#), [October 21, 2019](#), and [August 3, 2020](#).)

Encampments and the cooking and warming fires and flammable materials that typically accompany them, add dangerously to the already critical risk of wildfire in the City's open space and on some other public properties. In addition, the encampments can also generate other nuisance conditions and activities that interfere with the proper use of certain public properties. For this reason, San Rafael's municipal code, like many others, prohibits camping or lodging in the City's parks and open space and other public properties. However, the 2019 federal court decision in *Martin v. City of Boise* (920 F.3d 584) has caused confusion about the limitations on a city's ability to enforce its existing camping prohibitions when encountering encampments established by individuals affected by homelessness. The *Martin v. Boise* case held that the City of Boise's criminal enforcement of its ordinance banning camping on all public property was unconstitutional when applied to individuals who had no alternative shelter available to them.

In consideration of the *Martin v. Boise* decision, and the ongoing lack of sufficient shelter for all of the unhoused persons living in San Rafael, the City has not been strictly enforcing existing limits on camping in and on some public properties. However, while *Martin v. Boise* dictates that a city without sufficient alternative shelter may not criminalize the act of sleeping somewhere on public property, the decision does not require a city to allow camping/sleeping everywhere on public property. The case recognizes that there may be certain public properties where the existence of encampments will be entirely at odds with the necessary use of the property by the public, or where they will pose unacceptable hazards and/or costs to a city's operations and to the public. In such cases, the City needs to be able to enforce a camping prohibition, and the *Martin v. City of Boise* case does not prevent the City from doing so.

For this reason, the City has continued to commit City funds and personnel to the vigorous enforcement of the San Rafael Municipal Code's prohibition against camping in City open space. (San Rafael Municipal Code Section 19.10.060.(4).) Throughout the year, the City takes multiple measures to protect and prevent wildfires in open space areas. Among other steps, the City employs Rangers to regularly patrol open space areas, and operates a comprehensive vegetation management program, which has been greatly expanded in recent months, thanks to the funds provided by the Measure C Wildfire Prevention Tax.¹

Now, the expanded number of encampments established by unsheltered individuals during the pandemic has led staff to a recognition that some clarity is needed about other public property where the protection of the public health, safety and welfare requires a strict prohibition of camping. This report recommends that the Council adopt an urgency ordinance to clarify for the public certain additional public properties where the City will strictly enforce a camping prohibition.

ANALYSIS:

As the City becomes aware of public properties where the presence of camping activities can be seen to significantly jeopardize the health, safety and welfare of the City's residents, workers, visitors, and

¹ Additionally, the municipal code authorizes City staff to close open space areas entirely to public use during periods of extreme fire hazard. (SRMC Section 19.10.060(6).) The Fire Chief and City Manager have exercised this discretion in the past to close City open space to all public use during fire season due to extreme wildfire risk.

properties, or to significantly impair essential City or public use of the property, it is important for the City Council, directly or through a delegation of authority to staff, to expressly declare and confirm the absolute prohibition of camping activities on those properties.

Staff has concluded that it is necessary at this time to provide for a clear camping prohibition in Boyd Park and in the City's parking garages.

Boyd Park: SRMC Chapter 8.10-Parks and Recreation, already prohibits camping or lodging in the City's parks; however this is one prohibition that the City has not uniformly enforced in consideration of the requirements of the *Martin v. City of Boise* decision. Nevertheless, Fire Department staff and the public have recognized for quite a long time the tremendous wildfire risk posed by encampments in Boyd Park, which is directly adjacent to the very high fire-risk, and highly-populated and central San Rafael Hill area. Presently there are several encampments located in Boyd Park. Now that we are experiencing extraordinary wildfire risk conditions, staff deems it urgent that the City Council act to make it abundantly clear that the City will not permit camping at any time in Boyd Park and will enforce the prohibition at all times.

City Parking Garages: The expansion of encampments that has resulted from the COVID-19 pandemic has led to camping activities in places where they have not existed in the past, including the City's parking garages. The encampments in these garages have generated numerous public safety calls to douse fires, stop gushing water from tampered-with fire suppression equipment, and clean up debris and hazardous solid wastes in stairwells and in parking areas. The City spends tremendous resources on public safety and public works calls for service and repair costs in an effort to keep the garages usable for necessary public parking. The Municipal Code does not expressly prohibit camping in the garages, and staff deems it urgent that the City Council adopt an ordinance imposing this prohibition and clarifying that it will be enforced at all times.

Staff has prepared an ordinance containing the provisions stated above and recommends that it be adopted as an urgency ordinance that will take effect immediately. Staff also recommends, and has included in the ordinance, a delegation of authority to the City Manager to order additional specific closures of public property to camping where he determines, in consultation with staff and stakeholders, that compelling circumstances require such closures. The ordinance contains findings in support of the urgency.

The affirmative vote of at least 4/5 of the City Council is required for the ordinance to be adopted as an urgency ordinance.

FISCAL IMPACT:

There is no immediate fiscal impact resulting from adoption of the ordinance. Enforcement of the ordinance will occur as part of staff's existing duties. Savings may occur as fewer calls for service and repairs are required in City parking garages.

OPTIONS:

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

1. Adopt the urgency ordinance.
2. Do not adopt the urgency ordinance and direct staff to bring a nonurgency ordinance to the City Council for consideration. Such an ordinance would not become effective for at least two months.
3. Take no action.

RECOMMENDED ACTION:

Adopt the urgency ordinance.

ATTACHMENTS:

1. Urgency Ordinance of the San Rafael City Council, Pursuant to California Government Code Section 36937(B), Prohibiting Camping or Lodging at Any Time in Boyd Park and In City Parking Garages

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE SAN RAFAEL CITY COUNCIL,
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36937(B),
PROHIBITING CAMPING OR LODGING AT ANY TIME IN BOYD PARK
AND IN CITY PARKING GARAGES**

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

WHEREAS, Government Code Section 36937(b) authorizes the adoption of an urgency ordinance for the immediate preservation of the public peace, health or safety; and

WHEREAS, on February 26, 2020, community transmission of a widespread, ongoing global outbreak of respiratory illness known as COVID-19 was confirmed by the Centers for Disease Control and Prevention (CDC) in the Bay Area; and

WHEREAS, due to the COVID-19 pandemic, on March 4, 2020, California Governor Newsom declared a state of emergency in the State of California; and

WHEREAS, similarly on March 16, 2020, a Shelter-in-Place Order for all of Marin County was issued by the Marin County Health Officer; and

WHEREAS, on March 17, 2020, the City Council ratified and confirmed the Emergency Services Director's Proclamation of Local Emergency; and

WHEREAS, widespread business closures and loss of employment arising out of the health orders and other governmental regulations imposed by the state and the County of Marin to help control the COVID-19 pandemic have led to financial hardships for many residents of the City of San Rafael and the County of Marin; and

WHEREAS, the COVID-19 pandemic has exposed many residents to the threat of losing their homes and the potentially devastating impacts of such losses has compelled the state, the County of Marin, and the City of San Rafael to impose temporary bans on evictions of tenants who are unable to pay rent due to pandemic-related economic hardship; and

WHEREAS, the impacts of the pandemic have nevertheless resulted in increased numbers of people experiencing homelessness throughout the state and in San Rafael, and an increase in the establishment of encampments on public property in the City by persons experiencing homelessness; and

WHEREAS, the City Council and the San Rafael community have expressed concerns about the health and safety of the people currently living in these encampments, and the City, along with the County of Marin and community partners, has been and is undertaking extensive actions to assist these individuals to find shelter and needed services; and

WHEREAS, in the 2019 case of *Martin v. City of Boise* (920 F.3d 584), the federal Court of Appeals for the Ninth Circuit held that the City of Boise's criminal enforcement of its ordinance

banning camping on all public property was unconstitutional when applied to individuals who had no alternative shelter available to them; and

WHEREAS, in consideration of the *Martin v. City of Boise* decision, and the present lack of sufficient shelter for all of the persons living without shelter in San Rafael, the City has not been strictly enforcing existing limits on camping in and on some public properties; and

WHEREAS, while the *Martin v. City of Boise* decision mandates that a city without sufficient alternative shelter may not criminalize the act of sleeping on public property, it does not require a city to allow camping/lodging on all public property, and does not prevent a city from prohibiting camping/lodging on specified public properties; and

WHEREAS, the City Council recognizes and finds that there are public health and safety hazards and public nuisance activities and conditions frequently associated with homeless encampments, and that there may be certain public properties where the existence of encampments will be entirely incompatible with the necessary use of the property by the public, or where they will pose unacceptable hazards and/or costs to the City's operations and to the public; and

WHEREAS, since 2017, California has regularly experienced numerous unprecedented, fast-moving, and catastrophic wildfires which resulted in the tragic loss of dozens of lives and thousands of structures in both rural and urban areas of the state, and while so far, Marin County has been fortunate to escape these devastating fires, they have prompted both San Rafael and the County of Marin to focus intensively on expanding existing and creating new wildfire mitigation strategies, culminating in 2020 with the City's Wildfire Prevention and Protection Action Plan and the establishment of the 17-member agency Marin Wildfire Prevention Authority, funded by the voter-approved Measure C parcel tax; and

WHEREAS, encampments and the cooking and warming fires and flammable materials that typically accompany them, add dangerously to the already critical risk of wildfire in the City's open space and on some other public properties, which risk is at its peak now; and

WHEREAS, for this reason, the City has continued to commit City funds and personnel to the vigorous enforcement of the San Rafael Municipal Code's prohibition against camping/lodging in City open space, and has been taking multiple measures to protect and prevent wildfires open space areas, including employing Rangers to regularly patrol open space areas, and operating a comprehensive vegetation management program, which has been greatly expanded in recent months with funding provided by the Measure C Wildfire Prevention Tax; and

WHEREAS, to protect against the year-round risk of catastrophic wildfires, the City Council finds that it is also necessary to strictly prohibit camping/lodging in Boyd Park, which is situated directly adjacent to the very high fire-risk, and highly-populated and central San Rafael Hill area. There are numerous encampments in Boyd Park at present and it is imperative that they be removed/relocated to mitigate the fire risk; and

WHEREAS, the City Council recognizes that the encampments have also generated other nuisance conditions and activities that are interfering with the proper use of the City's parking garages and generating numerous public safety calls to douse fires, stop gushing water from

tampered-with fire suppression equipment, and clean up debris and hazardous solid wastes in stairwells and in parking areas; and

WHEREAS, the City Council desires to clarify where the protection of the public health, safety and welfare requires a strict prohibition of camping or lodging on public property; and

WHEREAS, for the reasons set forth herein, there is currently an urgent and imminent threat necessitating the immediate need to impose a camping/lodging prohibition in Boyd Park and in the City's parking garages; and

WHEREAS, pursuant to California Environmental Quality Act ("CEQA") Guidelines § 15378 and California Public Resources Code § 21065, the Council finds that pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this ordinance will have a significant impact on the physical environment; and

WHEREAS, for all the foregoing reasons, the City Council finds and declares that adoption of this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Declaration of Threat to Public Health, Safety, and Welfare Necessitating Urgency Ordinance.

The City Council of the City of San Rafael hereby finds and declares that there is a current and immediate threat to the public health, safety and welfare and a need for the immediate preservation of the public peace, health, safety and welfare that warrants this urgency ordinance, which finding and declaration is based upon the facts, findings, and declarations stated in the recitals of this Ordinance, and all oral and written testimony presented at the July 6, 2021 San Rafael City Council meeting.

SECTION II. Prohibition of Camping on Certain Public Property.

1. Boyd Park. Notwithstanding the decision of the federal Court of Appeals for the Ninth Circuit in the 2019 case of *Martin v. City of Boise* (920 F.3d 584), no person shall camp or lodge at any time in any fashion, including in a tent, on the ground, in a motor home or in another vehicle, or use or store camp facilities or camp paraphernalia, as defined in the San Rafael Municipal Code, in Boyd Park or in any portion thereof.

2. City Parking Garages. Notwithstanding the decision of the federal Court of Appeals for the Ninth Circuit in the 2019 case of *Martin v. City of Boise* (920 F.3d 584), no person shall camp or lodge at any time in any fashion, including in a tent, on the ground, in a motor home or in another vehicle, or use or store camp facilities or camp paraphernalia, as defined in the San Rafael Municipal Code, in or on the premises of any parking garage owned or operated by the City of San Rafael.

3. Other Specified Public Property as Determined by the City Manager. The City Council hereby delegates to the City Manager the authority to order the strict prohibition of camping or lodging at any time in any fashion, including in a tent, on the ground, in a motor home or in another vehicle, or using or storing camp facilities or camp paraphernalia, as defined in the San Rafael Municipal Code, in or on the premises of any specific City-owned or controlled public property, when the City Manager determines, after consulting with City staff and other stakeholders, that such closure is necessary to eliminate or mitigate a substantial risk or risks to the public health, safety and welfare of the City's residents, businesses, visitors and/or property, and that such prohibition is permissible under applicable law.

SECTION III. Implementation.

The City Manager shall have the authority to approve the posting of signs and/or take any other actions deemed appropriate to implement the prohibitions authorized in this ordinance.

SECTION IV. Severability.

If any provision of this Ordinance or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this Ordinance are severable.

SECTION V. Effective Date of Ordinance.

This Ordinance is hereby declared to be an urgency measure and shall become effective immediately upon adoption by at least a four-fifths (4/5) vote of the City Council pursuant to Government Code section 36937(b) and shall remain in effect unless and until repealed by the City Council or superseded by codifying amendments to the San Rafael Municipal Code. The City Clerk is directed to publish forthwith a copy of this Ordinance, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

Kate Colin, Mayor

ATTEST:

LINDSAY LARA, City Clerk

I, LINDSAY LARA, City Clerk of the City of San Rafael, certify that the foregoing Ordinance was passed by the City Council of the City of San Rafael, California, by a vote of at least four-fifths

(4/5) of the members thereof, at a regular meeting held on Tuesday, the 6th day of July 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: LIBRARY AND RECREATION

**Prepared by: Susan Andrade-Wax,
Library and Recreation Director**

City Manager Approval: _____

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

TOPIC: PROPOSED LIBRARY AND RECREATION DEPARTMENT FEE UPDATE

**SUBJECT: RESOLUTION APPROVING AMENDMENTS TO THE CITY MASTER FEE SCHEDULE
UPDATING LIBRARY, RECREATION, AND CHILDCARE FEES**

EXECUTIVE SUMMARY:

The City of San Rafael last conducted a comprehensive update to the City's fee schedules in 2011, which included the fees and fines for a variety of City services and programs. Since 2011, there have been some updates to specific Library and Recreation fees and fines, however, there has not been a comprehensive analysis and update of the fee schedules as a whole.

Over the past 18 months, the City has been working with MGT Consulting Group to conduct a comprehensive review and update of the City's Master Fee Schedule. MGT Consulting Group has met with representatives from each department impacted by the fee schedules to evaluate the current fee structures and provide recommendations for updating both the structure and fee amounts to better align with current service offerings and cost recovery goals. As a result, City staff are recommending that the City Council consider adopting the recommendations put forth for the Library and Recreation Department.

RECOMMENDATION:

Adopt a resolution approving the amendments to the Master Fee Schedule updating Library, Recreation, and Childcare Fees.

BACKGROUND:

The City of San Rafael last conducted a comprehensive update to the City's fee schedules in 2011, which included the fees and fines for a variety of City services and programs. Prior to 2011, the City had completed updates to its fee schedules in 1997, 1999, 2003, 2007, and 2009.

Since 2011, there have been some updates to specific Library and Recreation fees and fines, however, there has not been a comprehensive analysis and update of the fee schedules as a whole. The updates that have been made to the Library and Recreation Department fee schedules are:

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

1. In 2014, City Council increased the Commercial rental fees at the Albert J. Boro Community Center from 50% to 75% of the fees at the San Rafael Community Center.
2. In 2015, City Council eliminated Library late fines for children's materials, provided an amnesty program for youth with accrued fines, and eliminated the replacement fee for youth Library cards.
3. In 2017, City Council increased the City's Childcare fees.

Over the past 18 months, the City has been working with MGT Consulting Group to conduct a comprehensive review and update of the City's Master Fee Schedule. MGT Consulting Group has met with representatives from each department impacted by the fee schedules to evaluate the current fee structures and provide recommendations for updating both the structure and fee amounts to better align with current service offerings and cost recovery goals.

At this time, City staff are recommending that the City Council consider adopting the recommendations put forth for the Library and Recreation Department.

ANALYSIS:

In their analysis, MGT Consulting Group worked closely with staff to perform a detailed market analysis, to evaluate the Department's cost recovery levels, and to develop an updated fee structure that better supports current programs and Department goals. The consultants and staff worked to develop a robust market comparison using a range of local agencies to develop the recommended fee levels. Each fee was compared to the jurisdictions that offered comparable products and staff based the fee level recommendations on similar services offered. For the Recreation fees, the majority of the current fees (Attachment 3) have dropped behind those of neighboring agencies.

Fees were evaluated to ensure that they aligned with current program offerings, for internal consistency to ensure that customers were paying similar fees for like services and/or amenities across different locations, and to utilize consistent increases across fee types. Additionally, in both the Library and Recreation fees, the consultants and staff identified best practices and common approaches from other agencies to incorporate into the proposed fee schedules.

Staff evaluated these different elements to develop the proposed Library and Recreation fee schedules (Attachment 2). The proposed fee schedules result in at least an incremental change to most of the fees. However, there are a number of fee categories where the proposal includes structural changes or more significant changes to the fee amount. The below sections provide more information on the fee categories where staff are proposing more significant changes to the current fee structure and/or amount.

Albert J. Boro Community Center

Currently, the Albert J. Boro Community Center rental rates are set at 50% of the San Rafael Community Center, with the exception of commercial rates, which are set at 75% of the San Rafael rates. Initially, the City Council made this decision to ensure that the Albert J. Boro Community Center would be accessible to the community. In keeping with this intention, staff is continuing to recommend that nonprofits and private residents receive a rate that is 50% of the San Rafael Community Center rentals.

However, staff also recommend that non-resident individuals and commercial rentals be set at the same rates as the San Rafael Community Center. Staff believe that limiting the discount to nonprofits (both resident and nonresident) and private residents is in keeping with the spirit of the Council's original action. This also limits the City's subsidy of private non-resident and commercial events, the scheduling of which may exclude resident events.

Additionally, in the current fee schedule, the fee level for the Albert J. Boro Community Center Gymnasium is based on the fee level for the auditoriums. However, in evaluating market rates, other agencies set gymnasium rates below auditorium rates. As a result, staff recommend that the City create a separate fee category for the gymnasium, not associated with the auditorium rates. Staff have developed a fee proposal that sets the gymnasium fees at or below neighboring agency levels (see Table 3).

San Rafael and Terra Linda Community Center Rentals

The most significant proposed change for the San Rafael and Terra Linda Community Centers is the elimination of the multiroom discount. Currently, these two community centers offer discounts for groups that rent more than one room at a time. In conducting a market analysis, this is not common practice in the industry. This discount is also not offered at the Albert J. Boro Community Center. Staff recommend adopting a set per room fee that be applied no matter the number of rooms rented.

Additionally, the San Rafael Community Center and the Terra Linda Community Center currently have different adopted rates for their classrooms, even though the rooms are the same size and offer the same amenities. Staff is proposing to bring the fees at these two facilities into alignment. As a result, the per room rate at the San Rafael Community Center will remain the same or increase slightly while there will be a more significant increase at the Terra Linda Community Center.

Table 1 shows the proposed facility fees for residents, compared to neighboring agencies.

Table 1: Market Comparison for Community Center Rental Rates

	San Rafael - Proposed	Novato	Mill Valley
	Resident	Resident	Resident
Auditorium			
Non-profit organizations	\$90/hr	\$132/hr	\$140/hr
Private use & non-profit fundraising events	\$110/hr	\$167/hr	\$160/hr
Commercial groups	\$130/hr	\$196/hr	\$195/hr
Gymnasium		San Rafael City Schools	
Non-profit organizations	\$40/hr	\$51/hr	\$40/hr
Private use & non-profit fundraising events	\$50/hr	\$64/hr	\$50/hr
Commercial groups	\$75/hr	\$70/hr	\$70/hr
Clubroom, Classroom		Novato	
Non-profit organizations	\$30/hr	\$30/hr	\$30/hr
Private use & non-profit fundraising events	\$40/hr	\$45/hr	\$35/hr
Commercial groups	\$55/hr	\$60/hr	\$45/hr

Falkirk Rentals

In looking at comparable properties to the Falkirk Cultural Center, the City's rates are significantly under market. Additionally, other facilities with similar offerings to Falkirk establish block rates for a set number of hours, as opposed to an hourly rate. To bring City fees in line with similar properties, staff are proposing that the City move to a flat 6-hour Friday and Sunday fee and a 10-hour Saturday rental fee along with increases to the rental rates. The set time blocks will streamline administration and management for staff as well as ensure that Falkirk is able to maximize special event revenue through established rental times.

Table 2 shows a market comparison of hourly rates charged by other agencies offering similar event venues.

Table 2: Market Comparison for Falkirk Cultural Center Rates

	Falkirk Cultural Center - Proposed		The Outdoor Art Club	Marin Art & Garden Center Pavilion	Elks Club	Dunsmuir Hellman	
Capacity	125		150	180	200	100	
	Resident	Non-Resident				Resident	Non-Resident
Monday - Thursday	2-hour minimum		12-hour rental	10-hour rental	12-hour rental	6-hour rental	
Non-profit organizations	\$100/hr	\$120/hr	\$383/hr	\$300/hr	\$366/hr	\$108/hr	
Private use & non-profit fundraising	\$150/hr	\$170/hr				\$100/hr	\$116/hr
Commercial groups	\$200/hr	\$220/hr				\$150/hr	
Fridays and Sundays	6-hour rental		12-hour rental	10-hour rental	12-hour rental	6-hour rental	
Non-profit organizations	\$150/hr	\$170/hr	\$383/hr	\$550/hr	\$366/hr	\$141/hr	
Private use & non-profit fundraising	\$225/hr	\$245/hr				\$133/hr	\$150/hr
Commercial groups	\$300/hr	\$320/hr				\$200/hr	
Saturdays	10-hour rental		13-hour rental	10-hour rental	12-hour rental	6-hour rental	
Non-profit organizations	\$150/hr	\$170/hr	\$385/hr	\$730/hr	\$416/hr	\$141/hr	
Private use & non-profit fundraising	\$225/hr	\$245/hr				\$133/hr	\$150/hr
Commercial groups	\$300/hr	\$320/hr				\$200/hr	

Additionally, the City’s current Master Fee Schedule offers a substantial discounted hourly fee for “long-term” rentals (defined as organizations that rent the facility six or more times per year) at the Falkirk Cultural Center. This discount is not offered at any of the City’s other facilities, nor is it common amongst competitor facilities. For Monday-Thursday, staff recommend setting a 2-hour minimum and eliminating the long-term rental rate. The current long-term nonprofit rate is not only significantly below market, but also barely covers the direct cost of hiring a facility attendant to staff the program. Additionally, when looking at internal alignment, the long-term non-profit fee for renting all of the Falkirk Cultural Center facility is currently equivalent to renting a single room at the San Rafael Community Center, which is not an equivalent in terms of space and amenities provided.

Staff also recommend adding commercial and non-resident rates at Falkirk, to align with other facility rental fees, and eliminating the Winter season discount currently offered at Falkirk, as this is not common in the market.

Aquatics

Staff are recommending significant changes to the structure of the pool season passes. First, staff recommend that the season pass length be changed from “April - September” to “Memorial Day to Labor Day.” The summer months are when the City sees the greatest pool usage, however the pool also has committed lap swimmers that come in the spring and fall months. Those lap swimmers have often expressed a desire for the pool to open earlier in the season and to continue later in the year. However, the City has been limited in the season length due to the cost of keeping the pools open during colder months for fewer users and challenges in staffing. By changing the “shoulder” seasons to a drop-in rate, staff will be better able to evaluate the financial viability of extending the swim season. Additionally, in the Spring and Fall months, the City often must reduce pool hours due to staffing and weather-related impacts. By shortening the season pass to the summer months, the City can ensure that pass holders have full utilization of the pool during the swim pass season.

At the same time, staff are recommending reducing the number of season pass types from 16 to three. Currently, the City offers couple/family discounts as well as mid-season and early bird discounts. With a shorter pass season, the mid-season rate is no longer relevant. Additionally, given the diversity of families and partnership types, many agencies are moving away from providing discounts based on marital status or family size. Instead, staff are recommending a reduction in the cost of the individual pass, as the season will be shorter, and offering a youth, adult, and senior season pass. As a point of comparison, for a senior couple the current season pass is \$211 where the proposed total for two individual seniors would be \$200; for a family of four, the current pass is \$350, and the proposed pass would be \$480.

Additionally, staff are recommending increasing the drop-in fee to align with neighboring agencies. Table 3 shows a comparison of the City’s current and proposed rates, alongside other Marin pools.

Table 3: Market Comparison of Pool Drop-In Fees

	San Rafael - Proposed		Marinwood		Mill Valley	
	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
Adult	\$7	\$10	\$7	\$9	\$9	\$10
Youth & Senior	\$5	\$8	\$5	\$7	\$7	\$8

Finally, staff are recommending adopting several new fees that are currently not included in the Master Fee schedule but are part of the division’s program offerings, this includes picnic rentals, swim lessons, full-pool rentals, and pool party rentals.

Athletic Fields

The City currently has one set of established field rental fees. However, the City has multiple fields with different sizes and levels of amenities. To address this, staff recommend adopting specific fees for each field that reflect the different sizes and amenities of each facility.

Additionally, in conducting a market analysis, staff discovered that the commercial rate set for the Albert Park Field is significantly above the current market rate. There is also an unusually large jump in fees from the private to the commercial rate. Staff recommend reducing the commercial fee to bring it into alignment with the market.

Table 4 shows the proposed fees for the Albert Park Field, as compared to other agencies.

Table 4: Market Comparison for Albert Park and Pickleweed Fields

Fee Category	San Rafael - Proposed		San Rafael City Schools		Novato	
	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
Albert Park Stadium						
Non-profit organizations	\$45/hr	\$50/hr	\$55/hr	N/A	\$32/hr	Add 10% to resident rate
Private use & non-profit fundraising	\$55/hr	\$60/hr		N/A	\$40/hr	Add 10% to resident rate
Commercial groups	\$65/hr	\$70/hr	\$60/hr	N/A	\$56/hr	Add 10% to resident rate
Pickleweed Field (per soccer field)					Larkspur	
Non-profit organizations	\$20/hr	\$25/hr	\$40/hr	N/A	\$41 youth \$46 adult	
Private use & non-profit fundraising	\$30/hr	\$35/hr		N/A		
Commercial groups	\$40/hr	\$45/hr	\$50/hr	N/A		

In keeping with City Council's goal of ensuring that the amenities at Pickleweed Park and the Albert J. Boro Community Center are accessible to the surrounding community, staff are recommending fees for the Pickleweed Field that keeps them affordable based on market rates (see Table 4).

Parks and Picnic Areas

Currently, picnic area fees are a flat, per day rate. In looking at neighboring agencies, an hourly rate with a minimum number of hours is more common. Staff recommend that the City move from a flat rate to an hourly charge, with a three-hour minimum.

Additionally, in looking at the fees for the Pickleweed Picnic area, staff recommends that the City adopt a similar approach to the facility fees, with the nonprofit and private resident rates set at half the rate for a large picnic area, and the private nonresident and commercial rates set at the same level as other large picnic areas.

Additionally, staff recommend adding new fees to allow for the rental of both blacktop and turf areas in the City parks as well as establishing a fee for a special event rental of a full park.

Community Gardens

Staff is recommending increasing the resident plot fees at the Canal Community Garden from \$70 per year to \$75 per year and the Terra Linda Community Garden from \$71 per year to \$133 per year. Currently, the Terra Linda and Canal Community Gardens have relatively the same plot fees, even though the Terra Linda plots are nine times the size of those at the Canal. While the Canal plots are newer and more developed, this large size difference warrants a greater fee differential. When looking at the proposed plot fees per square foot, the rate for the Canal Community Garden reflects the improved amenities.

Table 5 shows the proposed resident fees for each garden both in total and per square foot, as well as a comparison to other local government-run community gardens. Based on this analysis, the proposed plot fees for the Terra Linda Community Garden are still on the low end of the market.

Table 5: Market Comparison of Garden Plot Fees

	Canal – Proposed	Terra Linda – Proposed	Larkspur	Pleasanton
Full Plot Size	50 sq. ft.	450 sq. ft.	170 sq. ft.	225 sq. ft.
Plot Fees	\$75	\$133	\$72	\$125
Fee Per Square Foot	\$1.50	\$0.30	\$0.42	\$0.56

Additionally, the current Terra Linda Community Garden plot fees do not cover the direct, non-personnel expenses of the garden. Setting the fee at \$133 would allow the City to recover the existing, direct, non-personnel expenses. This would align with the Canal Community Garden, where the proposed fee also would recover current direct, non-personnel expenses.

Given the above considerations, staff believe that the proposed increase to the Terra Linda Community Garden plot fees, while substantial, is warranted and fair.

Banners

Historically, the City has contracted with DC Electric to hang banners downtown. Staff’s initial analysis showed that the banner program rates recover less than 50% of the cost that DC Electric charged to install the banners. As of May 2021, the City’s Department of Public Works secured a bucket truck and has taken the installation of banners in-house. As a result, the direct cost to install the banners has decreased, however it is still substantially more than the current fees support. Staff recommend a fee increase based on the cost of time that Public Works staff spend installing the banners. This will result in a 36% increase for horizontal banners, which are the most popular option, and a 175% increase for the vertical banners.

Childcare

Staff are proposing a 5% increase to all afterschool childcare program fees and a 10% increase to the preschool fees. These fee increases are based off both cost recovery goals and an analysis of market rates. The City’s childcare fees have been increased on a semi-regular basis since 2011 and customers are accustomed to regular, incremental increases. Table 6 shows the proposed childcare fees as compared to other agencies in Marin.

Table 6: Market Comparison of Childcare Rates

	San Rafael	Twin Cities	Lu Sutton
	After School		
Full Day	\$56	\$55	\$60
Recreation Day	\$44		\$30
After School	\$25	\$30	\$23
Minimum Day/K Full	\$36	\$40	\$35
Minimum Day Conf/K-Full 8/23-9/07	\$46	\$45	\$50
K-Part/TK-Part	\$16	\$15	\$11
K-Part 8/23-9/07	\$21	\$30	
	San Rafael	Trinity	San Anselmo
	Preschool		
Preschool Tuition	\$1,474	\$1,660	\$1,533
Reg Fee	\$75	125	75

Library Fees and Fines

After the City eliminated late fines in 2015 for children’s-related Library materials, the response from the community was universally positive. Since then several large Library systems throughout the San Francisco Bay Area have stopped charging all daily fines for overdue Library materials. As of July 1, 2019, the Marin County Free Library, which makes up 50% of the MARINet consortium, announced that they would no longer charge daily fines.

MGT conducted a comprehensive analysis of Library Fees and Fines within other Marin agencies. The results of that market analysis are provided in Attachment 4. The market comparison confirmed that a majority of Marin agencies have moved to eliminate all late fees. This included Marin County Free Library, Sausalito, and Larkspur.

To align with the other MARINet consortium agencies, staff recommends the following updates to the Library fee schedule (Attachment 2):

1. Eliminate all late fees for adults; children’s late fees were eliminated in 2015.
2. Eliminate the replacement fee for lost/damaged library cards.
3. Maintain lost/damaged material fees at current levels.

These changes to fines and fees will eliminate barriers and improve equity of access for all San Rafael residents. Additionally, the national trend of eliminating overdue fines has been found to not adversely affect the return of Library materials, but instead to increase the use of the Library and its resources. This trend has been reinforced by San Rafael Public Library’s own experiences and data over the past four years after eliminating youth overdue fines.

Eliminating daily fines would align our practices with many libraries in the greater Bay Area and, most importantly, with the largest library in our consortium, Marin County Free Library (MCFL). A large percentage of San Rafael residents use the Marin County Free Library as well as San Rafael Libraries. Being consistent with MCFL policy in this area will eliminate confusion in communicating to patrons about this issue. The San Rafael Public Library has been approached by patrons who are surprised that we are still charging fines, assuming that the change by MCFL in July 2019 applied to all the libraries in the consortium. Implementing this policy will eliminate the need to collect late fees and therefore allow staff resources to be reallocated to our patron needs.

Implementation

If approved by City Council, staff recommend implementing the fee changes in a staged approach, based on the seasonality of the fee. Table 7 outlines the proposed implementation schedule.

Table 7: Proposed Fee Implementation Schedule

Fee Type	Proposed Implementation
Aquatics	July 7, 2021
Athletic Fields	January 1, 2022
Banners	July 7, 2021
Childcare	August 19, 2021 (start of school year)
Community Gardens	January 1, 2022
Facility Rentals	July 7, 2021
Library Fees and Fines	July 7, 2021
Park and Picnic Rentals	July 7, 2021
Tennis	July 7, 2021

COMMUNITY OUTREACH:

Staff conducted targeted outreach to stakeholder groups that are regular users of the recreation services and that would be most impacted by the proposed fee changes. Staff sent emails and/or direct mail, based on available contact information, to invite former pool pass holders, current community garden plot holders, as well as field renters and ongoing facility renters to participate in stakeholder meetings the first week of May. The meetings provided information on the proposed fee changes and allowed the stakeholders to provide feedback on the proposal. Staff also held individual meetings with the three groups that utilize the long-term rental rate at the Falkirk Cultural Center.

Stakeholders were asked to register for the meetings ahead of time, with fourteen (14) registering for the aquatics meeting, six (6) for the community garden meeting, and three (3) for each of the field and facility renter meetings. Ultimately, the four (4) meetings had from one (1) to four (4) participants attend each meeting.

Overall, meeting participants were understanding and supportive of the proposed increases. They understood that the fees had remained unchanged for many years and that, with costs increasing over time, fees would also need to increase. The only additional fee-specific feedback that the City received was a request that non-resident aquatics fees be raised higher than was included in the initial proposal.

Additionally, Childcare staff have shared the proposed rates with current and prospective families and have received minimal feedback, with a few families sharing their appreciation that the proposed rates allow the programs to remain affordable.

After conducting outreach to specific user groups, the proposed Library and Recreation fee schedules were presented to the Library Board of Trustees on May 11th and the Park and Recreation Commission on May 20th, respectively. Additionally, staff met with the Economic Vitality Subcommittee and the Pickleweed Advisory Committee to provide them with an overview of the proposed changes.

The Boards and Commissions that staff met with expressed overall support for the proposed changes. The Park and Recreation Commission seconded the community recommendation to increase the aquatics fees for non-residents, which has been included in the current proposal. Additionally, the Park and Recreation Commission recommended that the City develop a process for adjusting fees on an annual or biannual basis.

FISCAL IMPACT:

While most City user fees must be based upon a cost recovery analysis, Recreation fees are unique in that, per Proposition 26, they can be set at prevailing market rates. However, cost recovery is still an important consideration for the City. As mentioned above, the City worked with MGT Consulting Group to conduct a thorough evaluation of the cost recovery rates as well as a market analysis in developing the proposed Recreation and Childcare fees.

Table 8 shows the current cost recovery rates of various recreation and childcare programs.

Table 8: Current Recreation and Childcare Cost Recovery Rates

RECREATION COST RECOVERY SUMMARY			
Program	Current Expenditure	Current Revenue	Actual % Recovery
Rentals - Picnic at the Pool	\$29,408	\$15,301	52%
Rentals - Fields	\$140,573	\$54,851	39%
Rentals - Facilities	\$1,384,767	\$584,577	42%
Rentals - Picnics at the Parks	\$34,779	\$13,957	40%
Aquatics - Lap Swim and Rec Swim	\$323,489	\$168,310	52%
Community Gardens	\$55,609	\$8,823	16%
Art Exhibits	\$22,409	\$8,875	40%
Contract Classes/Camps/Workshops/Programs	\$823,192	\$384,727	47%
Staff-Run Classes & Programs	\$458,652	\$191,785	42%
Programs/Services provided by a JUA or MOU	\$253,166	\$108,826	43%
Recreation Total	\$3,526,004	\$1,540,030	44%

CHILD CARE COST RECOVERY SUMMARY			
Program	Current Expenditure	Current Revenue	Actual % Recovery
Child care pre-school	\$873,461	\$732,430	84%
Child care afterschool program	\$2,615,933	\$2,688,922	103%*
Afterschool contract instructor classes	\$732,417	\$830,000	113%*
Child care grant funded programs	\$518,743	\$357,009	69%
Child Care Total	\$4,740,555	\$4,608,362	97%

**Historically, Cost Recovery rates in excess of 100% enable the program to build reserves needed for infrastructure needs and long-term capital improvements.*

MGT shared with the City that they typically see Recreation departments recover approximately 50% of their costs. Additionally, it is important to note that the City’s cost recovery goal for the Child Care program has always been set above 100%, in order to build a reserve to address long-term capital improvement costs.

The proposed fee update includes structural changes that make it challenging to predict the exact revenue increase of the proposed updates. However, staff have utilized historical program activity to develop a rough estimate of the predicted revenue increase from the proposed fee update. All predictions assume a return to pre-COVID activity. Table 9 provides a breakdown of the estimated revenue increase by fee category.

Table 9: Predicted Recreation and Childcare Cost Recovery Rates

RECREATION FEES – PREDICTED INCREASE			
Program	Current Revenue	Predicted Revenue	Predicted % Recovery
Rentals - Picnic at the Pool	\$15,301	\$15,301	52%
Rentals - Fields	\$54,851	\$60,885	43%
Rentals - Facilities	\$584,577	\$806,716	58%
Rentals - Picnics at the Parks	\$13,957	\$20,498	59%
Aquatics - Lap Swim and Rec Swim	\$168,310	\$100,289	62%
Community Gardens	\$8,823	\$14,807	27%
Art Exhibits*	\$8,875	\$8,875	40%
Contract Classes/Camps/Workshops/Programs*	\$384,727	\$384,727	47%
Staff-Run Classes & Programs*	\$191,785	\$191,785	42%
Programs/Services provided by a JUA or MOU*	\$108,826	\$108,826	43%
Recreation Total	\$1,540,030	\$1,812,726	52%

CHILD CARE FEES – PREDICTED INCREASE			
Program	Current Revenue	Predicted Revenue	Predicted % Recovery
Child care pre-school	\$732,430	\$805,673	92%
Child care afterschool program	\$2,688,922	\$2,823,368	108%*
Afterschool contract instructor classes*	\$830,000	\$830,000	113%*
Child care grant funded programs**	\$357,009	\$357,009	69%
Child Care Total	\$4,608,362	\$4,816,051	102%

**Historically, Cost Recovery rates in excess of 100% enable the program to build reserves needed for infrastructure needs and long-term capital improvements.*

It is important to note that in the Aquatics, San Rafael and Terra Linda Community Centers facility rental fee categories, staff made conservative assumptions based off significant structural changes that likely underestimate the revenue increase. However, based on those assumptions, staff estimate an increase in revenue of approximately \$270,000 for recreation and \$207,000 for childcare.

For the proposed changes to the Library fines and fees, staff estimate a loss in revenue of approximately \$30,000 annually from the elimination of adult late fees, which includes approximately 20,000 in unpaid fees and 10,000 in fees paid this year, as well as library card replacement fees. In anticipation of the reduction of revenue, the Library reduced the FY 2020/21 operating budget by \$30,000 in expenses. This reduction has also been carried forward to the proposed FY 2021/22 operating budget, in anticipation that the recommendation to eliminate daily fines for adults will be approved.

* No fee change is predicted for these program areas as they are not included in the Master Fee Schedule.

OPTIONS:

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

1. Adopt resolution to amend the Master Fee Schedule, as proposed.
2. Adopt resolution with modifications.
3. Direct staff to study other fee options and return to the City Council with more information.
4. Take no action.

RECOMMENDED ACTION:

Approve resolution of the City Council of the City of San Rafael approving the amendments to the Master Fee Schedule updating Library, Recreation, and Childcare Fees.

ATTACHMENTS:

1. Resolution
2. Proposed Library and Recreation Fee Schedules
3. Current Library and Recreation Fee Schedules
4. San Rafael Public Library Comparison Survey

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING
AMENDMENTS TO THE CITY MASTER FEE SCHEDULE UPDATING LIBRARY, RECREATION,
AND CHILDCARE FEES**

WHEREAS, the City of San Rafael has conducted an analysis of its services, the costs reasonably borne, the beneficiaries of those services, comparable fees charged by like agencies, and the revenues produced by those paying fees or any charges for special services; and

WHEREAS, the City wishes to comply with both the letter and spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City has a policy of recovering costs reasonably borne of providing special services of voluntary and/or limited nature, such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, the Library, Recreation, and Childcare fees are structured in a manner that is consistent with the City policy; and

WHEREAS, the Library, Recreation, and Childcare fees were last updated comprehensively in 2011; and

WHEREAS, since 2011, there have been changes in Library, Recreation, and Childcare programs and services offered, the costs borne to provide programs and services, market rates and comparable fee structures; and

WHEREAS, the City wishes to develop a revised schedule of Library, Recreation, and Childcare fees based on the current costs reasonably borne and in alignment with market rates and best practices; and

WHEREAS, an amendment to the City's Master Fee Schedule was prepared and published and determined to be in compliance with all of the requirements of California Government Code and other applicable laws;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby approves an amendment of the Master Fee Schedule as follows:

Section 1. Amendment to Fee Schedule

The Library, Recreation, and Childcare fees and fines presented in the staff report for this resolution as the proposed amendment to the City of San Rafael Master Fee Schedule and Exhibits H (Recreation Fees) and K (Childcare Fees) are hereby approved and directed to be computed and applied by the Library and Recreation Department and collected by the City's Finance Department.

Exhibit G (Falkirk Cultural Center Fees) is to be removed from the Master Fee Schedule, as the fees have been incorporated into Exhibit H.

Section 2. Separate Fee for Each Service

All fees set by this resolution are for each identified service; additional fees shall be required for each additional service that is requested or required. Where fees are indicated on a per unit measurement basis, the fee is for each identified unit or portion thereof, within the indicated ranges of such units.

Section 3. Basis of Charges

The Council finds and determines that the charges for services imposed by this Resolution are necessary to cover the costs of providing the specified services and are reasonable given current market rates. Facility rental fees are intended to provide reasonable compensation for the use of City-owned and maintained facilities.

Section 4. Interpretations

The Director of Library and Recreation, in consultation with the City Manager may interpret this Resolution. Should there be a conflict between two fees applicable to the same service, then the lower in dollar amount of the two shall be applied.

Section 5. Waiver of Permit Fees and Charges

The City Council may, on a case- by-case basis, grant a waiver of payment of all or portion of the fees established by this Resolution when it determines that it is in public interest to do so.

Section 6. Repeal

Resolutions and other prior actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

Section 7. Severability

If any portion of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions and all other portions shall remain in full force and effect. The City Council declares that it would have adopted this Resolution and each section or portion thereof irrespective of the validity of any other section or portion.

Section 8. Effective Date

The fees and fines provided herein shall become effective based on the below schedule:

Fee Type	Effective Date
Aquatics	July 7, 2021
Athletic Fields	January 1, 2022
Banners	July 7, 2021
Childcare	August 19, 2021 (start of school year)
Community Gardens	January 1, 2022
Facility Rentals	July 7, 2021
Library Fees and Fines	July 7, 2021
Park and Picnic Rentals	July 7, 2021
Tennis	July 7, 2021

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 Tuesday, the 6th day of July 2021, by the following vote, to wit:

AYES: **Councilmembers:**
NOES: **Councilmembers:**
ABSENT: **Councilmembers:**

Lindsay Lara, City Clerk

MASTER FEE SCHEDULE

07	LIBRARY SERVICES	SERVICE DESCRIPTION	CHARGE
07.01	LATE FINES		
	07.01.10	ADULT FINES	NO FINES
	07.01.20	CHILDREN'S FINES	NO FINES*
07.02	RESERVES - ILL (INTER LIBRARY LOAN)		
	07.02.10	RESERVE	\$ 0.50 PER ITEM OR THE FEE APPROVED BY MARINET, WHICHEVER IS LESS.*
	07.02.20	ILL - MARINET CONSORTIUM	INCLUDED IN T-07.02.10 ABOVE*
	07.02.30	ILL - NORTH BAY COOPERATIVE LIBRARY SYSTEM (NBCLS)	INCLUDED IN T-07.02.10 ABOVE*
	07.02.40	ILL OUTSIDE MARIN AND NBCLS	INCLUDED IN T-07.02.10 ABOVE*
07.04	LOST/DAMAGED ITEMS		
	07.04.10	ADULT BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS	COST PLUS \$ 8.00*
	07.04.20	CHILDRENS BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS	COST PLUS \$ 8.00*
	07.04.30	REPLACEMENT LIBRARY CARD	NO FINES
	07.04.40	MAGAZINES	COVER PRICE OF MAGAZINE

*No Fee Change

FBHR= Fully Burdened Hourly Rate For Staff Positions

08	RECREATION SERVICES	SERVICE DESCRIPTION	CHARGE
	08.00 RECREATION PROGRAMS		
	08.00.01	CONTRACT PROGRAMS AND CLASSES	CITY RETAINS BETWEEN 20 TO 40% OF COST OF PROGRAM PROVIDER AS FEE - SUBJECT TO INDIVIDUAL NEGOTIATION
	08.00.02	FACILITIES RESERVATIONS FEES	SEE EXHIBIT H
	08.00.03	FALKIRK RESERVATION FEES	SEE EXHIBIT H
	08.00.04	AQUATICS FEES	SEE EXHIBIT H
	08.00.05	PARK & FIELD FEES	SEE EXHIBIT H
	08.00.06	MISC FEES	SEE EXHIBIT H
	08.06 CHILD CARE PROGRAMS		
	08.06.10	CHILD CARE PROGRAMS (NON GRANT)	SEE EXHIBIT K

*No Fee Change
 FBHR= Fully Burdened Hourly Rate For Staff Positions

Recreation - Proposed Fee Schedule		
Recreation Facilities Reservation Fees		
Fee Category	Resident Fees	Non-Resident Fees
San Rafael Community Center		
Auditorium		
Non-profit organizations	\$90/hr, 4 hr min Sat & Sun	\$100/hr, 4 hr min Sat & Sun
Private use & non-profit fundraising events	\$110/hr, 4 hr min Sat & Sun	\$120/hr, 4 hr min Sat & Sun
Commercial groups	\$130/hr, 4 hr min Sat & Sun	\$140/hr, 4 hr min Sat & Sun
Clubroom, Lounge		
Non-profit organizations	\$30/room/hr	\$35/room/hr
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen with Facility Rental		
Non-profit organizations	\$120/flat	\$130/flat
Private use & non-profit fundraising events	\$150/flat	\$160/flat
Commercial groups	\$180/flat	\$190/flat
Lonatese Garden (fees apply if not in conjunction with Auditorium Rental)		
Non-profit organizations	\$25/hr	\$30/hr
Private use & non-profit fundraising events	\$35/hr	\$40/hr
Commercial groups	\$45/hr	\$50/hr
Miscellaneous Fees		
Refundable reservation/damage deposit for San Rafael Auditorium	\$1,000	\$1,000
Refundable reservation/damage deposit for San Rafael Clubrooms	\$100 per/room	\$100 per/room
Staff attendant fee	\$25/hr	\$25/hr

Recreation - Proposed Fee Schedule

Recreation Facilities Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Albert J Boro Community Center		
Auditorium		
Non-profit organizations	\$45/hr, 4 hr min Sat & Sun	\$50/hr, 4 hr min Sat & Sun
Private use & non-profit fundraising events	\$55/hr, 4 hr min Sat & Sun	\$120/hr, 4 hr min Sat & Sun
Commercial groups	\$130/hr, 4 hr min Sat & Sun	\$140/hr, 4 hr min Sat & Sun
Gymnasium		
Non-profit organizations	\$40/hr, 4 hr min Sat & Sun	\$45/hr, 4 hr min Sat & Sun
Private use & non-profit fundraising events	\$50/hr, 4 hr min Sat & Sun	\$55/hr, 4 hr min Sat & Sun
Commercial groups	\$75/hr, 4 hr min Sat & Sun	\$80/hr, 4 hr min Sat & Sun
Classroom		
Non-profit organizations	\$15/room/hr	\$18/room/hr
Private use & non-profit fundraising events	\$20/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen with Facility Rental		
Non-profit organizations	\$60/flat	\$65/flat
Private use & non-profit fundraising events	\$75/flat	\$160/flat
Commercial groups	\$180/flat	\$190/flat
Miscellaneous Fees		
Refundable reservation/damage deposit for Boro Auditorium/Gym	\$500 for non-profit organizations and private use & non-profit fundraising events; \$1,000 for commercial groups	\$500 for non-profit organizations; \$1,000 for private use & non-profit fundraising events and commercial groups
Refundable reservation/damage deposit for Boro Classrooms	\$100 per/room	\$100 per/room
Staff attendant fee	\$25/hr	\$25/hr

Recreation - Proposed Fee Schedule

Recreation Facilities Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Terra Linda Community Center		
Clubroom		
Non-profit organizations	\$30/room/hr	\$35/room/hr
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen		
Non-profit organizations	\$50/flat	\$70/flat
Private use & non-profit fundraising events	\$60/flat	\$80/flat
Commercial groups	\$70/flat	\$90/flat
Miscellaneous Fees		
Refundable reservation/damage deposit for Terra Linda Clubrooms	\$100 per room	\$100 per room
Staff attendant fee	\$25/hr	\$25/hr

Recreation - Proposed Fee Schedule

Falkirk Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Falkirk Cultural Center		
Monday - Thursday		
Non-profit organizations	\$100/hr 2 hr minimum	\$120/hr 2 hr minimum
Private use & non-profit fundraising	\$150/hr 2 hr minimum	\$170/hr 2 hr minimum
Commercial groups	\$200/hr 2 hr minimum	\$220/hr 2 hr minimum
Refundable reservation/damage deposit	\$1,000	\$1,000
Fridays and Sundays		
Non-profit organizations	\$900 for 6 hr	\$1,020 for 6 hr
Private use & non-profit fundraising	\$1,350 for 6 hr	\$1,470 for 6 hr
Commercial groups	\$1,800 for 6 hr	\$1,920 for 6 hr
Refundable reservation/damage deposit	\$1,000	\$1,000
Saturdays		
Non-profit organizations	\$1,500 for 10 hr	\$1,700 for 10 hr
Private use & non-profit fundraising	\$2,250 for 10 hr	\$2,450 for 10 hr
Commercial groups	\$3,000 for 10 hr	\$3,200 for 10 hr
Refundable reservation/damage deposit	\$1,000	\$1,000
Friday - Sunday Additional Hours		
Non-profit organizations	\$150/hr	\$170/hr
Private use & non-profit fundraising	\$225/hr	\$245/hr
Commercial groups	\$300/hr	\$320/hr

Recreation - Proposed Fee Schedule

Aquatics Fees

Fee Category	Resident Fees	Non-Resident Fees
Pool Season Passes		
Memorial Day - Labor Day Passes	Memorial Day - Labor Day Passes Adult Pass (18-61): \$140/\$160 Youth Pass (ages 1-17): \$100/\$120 Senior Pass (ages 62+): \$100/\$120 Under 1: No Charge	
Daily Admission Drop-in (Lap & Rec Swim)		
Adult (18 - 61 years)	\$7	\$10
Youth (1 - 17 years) & Seniors (62+ years)	\$5	\$8
Under 1 year old	Free	Free
Punch Pass (15 admissions)		
Adult Punch Pass (15 admissions - Lap & Rec Swim)	\$91	\$130
Youth & Senior Punch Pass (15 admissions - Lap & Rec Swim)	\$65	\$104
Pool Area Rentals		
Rental of Terra Linda Community Pool facility	\$120/hr 2 hr. min. Residents/SR Non-Profits (includes 2 lifeguards)	\$150/hr 2 hr. min. Non-Residents & Outside Non-Profits; \$200/hr Commercial (includes 2 lifeguards)
Lifeguard fee	For groups >50, \$25/hr per additional Lifeguard; 1 Lifeguard per 25 additional swimmers required	For groups >50, \$25/hr per additional Lifeguard; 1 Lifeguard per 25 additional swimmers required
Water Inflatable Fee	\$40/hr	\$50/hr
Picnic Tables (2 hr minimum, attendees will be charged at Resident rates for pool entry)	\$42/hr	\$48/hr
Indoor Party Room (3 hr block, includes 30 entries)	\$350	\$385

Recreation - Proposed Fee Schedule**Aquatics Fees**

Fee Category	Resident Fees	Non-Resident Fees
Lane Fee		
Lane Fee for Local Swim Teams - standard practice	\$6/lane/hr	\$7/lane/hr
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	\$9/lane/hr	\$10/lane/hr
Lane Fee for Commercial Groups	\$15/lane/hr	\$19/lane/hr
Swim Lessons		
Group Lessons - 30 minute	\$15 per lesson	\$18 per lesson
Group Lessons - 40 minute	\$17 per lesson	\$20 per lesson
Private Lessons - 30 minute	\$35 per lesson	\$40 per lesson
Private Lessons - Additional Child	\$15 per additional child per lesson	\$18 per additional child per lesson

Recreation - Proposed Fee Schedule

Park & Field Fees

Fee Category	Resident Fees	Non-Resident Fees
Athletic Field Fees		
Albert Park Stadium All Field		
Non-profit organizations	\$45/hr	\$50/hr
Private use & non-profit fundraising	\$55/hr	\$60/hr
Commercial groups	\$65/hr	\$70/hr
Game Field Prep	\$30 flat fee	\$35 flat fee
Refundable reservation/damage deposit	\$300	\$300
Lights (evening uses)	\$42/hr	\$42/hr
Pickleweed Field (per soccer field)		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Refundable reservation/damage deposit	\$300	\$300
Bernard Hoffman Field		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Refundable reservation/damage deposit	\$100	\$100
Victor Jones Field		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Refundable reservation/damage deposit	\$100	\$100

Recreation - Proposed Fee Schedule

Park & Field Fees

Fee Category	Resident Fees	Non-Resident Fees
Park Facilities Fees		
Redwood Grove - Gerstle Park Picnic Area (3hr min)		
Non-profit organizations	\$30/hr	\$35/hr
Private use & non-profit fundraising	\$40/hr	\$45/hr
Commercial groups	\$50/hr	\$55/hr
Pickleweed Park Picnic Area (3hr min)		
Non-profit organizations	\$15/hr	\$18/hr
Private use & non-profit fundraising	\$20/hr	\$45/hr
Commercial groups	\$50/hr	\$55/hr
Small Group Picnic Areas (Gerstle Park 1 & 2; Sun Valley, Victor Jones - Upper & Lower; Terra Linda; Santa Margarita; Frietas) (3hr min)		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Turf/Black Top Areas		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Park Rental for Special Event - Use of a full park for a special event; will create list of parks where this is allowed. (Daily Rate - additional facility attendant of trash pick up fees may be applied)		
Non-profit organizations	\$500/day	\$600/day
Private use & non-profit fundraising	\$600/day	\$700/day
Commercial groups	\$700/day	\$800/day
Staff attendant fee	\$25/hr	\$25/hr

Recreation - Proposed Fee Schedule

Park & Field Fees

Fee Category	Resident Fees	Non-Resident Fees
Tennis Court Fees		
Tennis Courts (Leagues/Tournament Play)		
Non-profit organizations	\$15 court/hr	\$20 court/hr
Private use & non-profit fundraising	\$20 court/hr	\$25 court/hr
Commercial groups	\$25 court/hr	\$30 court/hr
Lights (evening uses)	\$20/hr	\$20/hr
Tennis Keys		
Tennis keys - Adult (18+ years)	\$50/yr	\$75/yr
Tennis keys - Youth (under 18)		
Tennis keys - seniors (60 and over)		
Community Garden		
Community Garden annual fee (Terra Linda)		
Full Plot = 450' sq. ft.	\$133	N/A
Half-Plot = 225' sq. ft.	\$67	N/A
Community Garden annual fee (Canal)		
Full Plot = 50' sq. ft.	\$75	\$90
Half-Plot = 25' sq. ft.	\$38	\$45

Recreation - Proposed Fee Schedule

Misc. Fees

Fee Category	
Banners	San Rafael-Based Non-Profits
Banner Hanging - Vertical Banners	\$60 per banner
Banner Hanging - Horizontal Banners	\$360 per banner

Childcare - Proposed Fee Schedule

Child Care Fees

Day	Approximate Times	Proposed Regular Rate	Proposed Drop in Rate
Full Day	7:30-6:30	\$56	\$61
Recreation Day	10:00-4:00	\$44	\$49
After School	2:30-6:30	\$25	\$30
Minimum Day/K-Full	1:25-6:30	\$36	\$41
Minimum Day Conf/ * K-Full 8/23-9/07	12:05-6:30	\$46	\$51
K-Part/TK-Part	1:25-2:30	\$16	\$21
*K-Part 8/23-9/07	11:50-2:30	\$21	\$26
Preschool Tuition		\$1,474	delete daily rate
Reg Fee		\$75/child	delete family discount

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

ATTACHMENT 3

07	LIBRARY SERVICES	SERVICE DESCRIPTION	CHARGE
	07.01	BOOK FINES	
		07.01.10	ADULT FINES \$ 0.25 PER BOOK PER DAY* \$ 10.00 PER BOOK MAXIMUM*
		07.01.20	CHILDREN'S FINES NO FINES
	07.02	RESERVES - ILL (INTER LIBRARY LOAN)	
		07.02.10	RESERVE \$ 0.50 PER ITEM OR THE FEE APPROVED BY MARINET, WHICHEVER IS LESS.*
		07.02.20	ILL - MARINET CONSORTIUM INCLUDED IN T-07.02.10 ABOVE
		07.02.30	ILL - NORTH BAY COOPERATIVE LIBRARY SYSTEM (NBCLS) INCLUDED IN T-07.02.10 ABOVE
		07.02.40	ILL OUTSIDE MARIN AND NBCLS INCLUDED IN T-07.02.10 ABOVE
	07.03	AUDIO/VISUAL RENTALS	
		07.03.10	COMPACT DISCS NO CHARGE*
		07.03.20	AUDIO BOOKS \$ 1.00 FOR THE FIRST THREE WEEKS* \$ 0.25 PER DAY THEREAFTER*
		07.03.30	ADULT VIDEOS/DVD'S VHS.: NO CHARGE FOR FIRST WEEK; \$1.00 PER DAY THEREAFTER UP TO MAXIMUM FINE OF \$14.00.* DVDs: \$ 2.00 FOR THE FIRST WEEK, \$1.00 PER DAY THEREAFTER UP TO A MAXIMUM FINE OF \$14.00.*
		07.03.35	CHILDREN'S VIDEOS/DVD'S NO FINES
	07.04	LOST/DAMAGED ITEMS	
		07.04.10	ADULT BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS COST PLUS \$ 8.00*
		07.04.20	CHILDRENS BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS COST PLUS \$ 8.00*
		07.04.30	REPLACEMENT LIBRARY CARD \$ 1.00 PER CARD FOR ADULT AND NO CHARGE FOR MINOR

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

08	COMMUNITY SERVICES		SERVICE DESCRIPTION	CHARGE
	07.07	FALKIRK FACILITIES AND PROGRAMS		
		07.07.10	FALKIRK RENTALS	<u>SEE EXHIBIT G*</u>
		07.07.30	FILMING	<u>SEE EXHIBIT G*</u>
		07.07.40	CATERING DEPOSITS	<u>THIS SERVICE IS NO LONGER PROVIDED</u>
	08.00	PROGRAM SERVICES		
		07.07.20	FALKIRK PROGRAMS	25% TO 50% OF COST OF PROGRAM INSTRUCTOR SUBJECT TO NEGOTIATION BETWEEN CITY AND INSTRUCTOR*
		08.00.01	ADULT RECREATION PROGRAMS AND CLASSES	CITY RETAINS BETWEEN 20 TO 40% OF COST OF PROGRAM PROVIDER AS FEE - SUBJECT TO INDIVIDUAL NEGOTIATION*
		08.00.02	YOUTH RECREATION PROGRAMS AND CLASSES	CITY RETAINS 10% TO 40% OF COST OF PROGRAM PROVIDER AS FEE - SUBJECT TO INDIVIDUAL NEGOTIATION*
		08.00.03	SENIOR RECREATION PROGRAMS	USING BUSINESS COST STUDY, STAFF WILL RENEGOTIATE CONTRACT TO MEET COST RECOVERY GOALS ESTABLISHED BY CHAPTER 3.34 OF THE SAN RAFAEL MUNICIPAL CODE*
		08.00.06	FACILITIES RESERVATIONS	<u>SEE EXHIBIT H</u>
	08.06	CHILD CARE PROGRAMS		
		08.06.10	CHILD CARE PROGRAMS (NON GRANT) - INCLUDING PRE SCHOOL, AFTER SCHOOL AND SUMMER PROGRAMS	<u>SEE EXHIBIT K</u>

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

FALKIRK CULTURAL CENTER RENTAL FEES AND DEPOSITS

Office number:(415) 485-3328/Fax number: (415) 485-3404/Office hours: Tues-Fri, 1-5pm, Sat. 10am-1pm

All Falkirk rentals include use of the first floor and verandah, use of the grounds, public parking, tables and chairs and changing room	Non-Profit Organizations (Tax I.D. # Required) Proof of IRS 501C3 Status	Private Use & Non-Profit Fundraising Events	Commercial Groups
Monday-Thursday Reservation/Damage Refundable Deposit: \$250	\$40 per hour (2 hour min)	\$60 per hour (2 hour min.)	No rentals
Fridays and Sundays Reservation/Damage Refundable Deposit \$250	\$60 per hour (4 hour min)	\$100 per hour (4 hr min)	No rentals
Saturdays Summer Season – Apr 15 – Oct. 14th Fire Authority Max. Capacity: 125 First Floor and Verandah 125 Reservation/Damage Refundable Deposit: \$500	\$132 per hour (6 hour min)	\$200 per hour (6 hour min)	No rentals
Winter Season – Oct 15 – Apr 14 First Floor only Fire Authority Max. Capacity: 100 Reservation/Damage Refundable Deposit: \$500	\$100 per hour (6 hour min)	\$150 per hour (6 hour min)	No rentals
Long Term Rental Fire Authority Max. Capacity: 100 Reservation/Damage Deposit: \$100	\$30 per hour Min. 6 rentals per year On one rental agreement	\$45 per hour Min. 6 rentals per year On one rental agreement	No rentals
Print Ads	\$1,000 per day		
Film Rates	\$1,000 per day Local/Independent		
Commercial Ads	\$3,000 per day		
Film Shoots	\$5,000 per day- Feature Films		

All Deposits are paid at time of booking. **Full payment of all fees due 45 days prior to event.**

We accept VISA, MasterCard, checks (payable to the City of San Rafael), and/or cash.

Liability insurance is required for all major and alcoholic events (Any non-profits selling, asking a donation for or giving away alcohol require a Liquor License). Premium is **\$144.48 without alcohol or \$170.39 with alcohol** on most events and is non-refundable.

ALL contracted time **MUST** include your decoration & clean-up time. Your event is required to end one hour before your contracted end time.

Refund of any fees and/or deposits take 3-4 weeks to process.

RECREATION FACILITIES RESERVATION FEES
San Rafael Community Center & Pickleweed Community Center

	Resident Fees	Non-Resident Fees
08.00.06 <u>08.00.06.1</u> – Auditorium/Gymnasium		
Non-profit organizations	\$67.00/hr	\$70.00/hr
Private use & non-profit fundraising events	\$78.00/hr	\$82.00/hr
Commercial groups	\$95.00/hr	\$100.00/hr
<u>08.00.06.2</u> - Clubroom, Lounge		
Non-profit organizations 1 room/2 rooms/3 rooms	\$30.00//\$42.00/\$53.00	\$32.00/\$45.00/\$55.00
Private use & non-profit fundraising events 1 room/2 rooms/3 rooms	\$36.00/hr/\$49.00/\$59.00	\$38.00/\$51.00/\$61.00
Commercial groups 1 room/2 rooms/3 rooms	\$53.00/hr/\$66.00/\$76.00	\$55.00/\$68.00/\$78.00
<u>08.00.06.3</u> - Kitchen with Facility Rental		
Non-profit organizations	\$116.00/flat	\$121.00/flet
Private use & non-profit fundraising events	\$116.00/flat	\$121.00/flat
Commercial groups	\$116.00/flat	\$121.00/flat
<u>08.00.06.4</u> - Lonatese Garden		
Private use & non-profit fundraising events	\$32.00/hr	\$32.00/hr
Commercial groups	\$42.00/hr	\$42.00/hr
<u>08.00.06.5</u> - Miscellaneous Fees		
Reservation deposit fee for SRCC - Auditorium	\$500.00	\$500.00
Reservation deposit fee for SRCC – Clubrooms	\$100.00	\$100.00
Staff attendant fee from 5 pm – 8 pm (Mon – Thurs)	\$0.00	\$0.00
Staff attendant fee after 8 pm (Mon – Thurs)	\$25.00	\$25.00
Staff attendant fee after 5 pm (Friday) – All day Sat, Sun & Holidays	\$25.00-50.00	\$25.00-50.00
Kitchen rental without facility rental- SRCC Only	\$48.00/hr for 3 hour minimum	\$48.00/hr for 3 hour minimum

As per Council Policy, Pickleweed Community Center Rental Reservation Fees shall be 50% of the rates listed. Individuals and groups providing services to the community at no charge may reserve facilities free of charge, space permitting.

RECREATION FACILITIES RESERVATION FEES

Terra Linda Recreation Center

		<u>Resident Fees</u>	<u>Non-Resident Fees</u>
08.00.06	<u>08.00.06.6 - Clubroom</u>		
	<u>Non-profit organizations</u>		
	One Clubroom	\$23.00/hr	\$26.00/hr
	Two Clubrooms	\$35.00/hr	\$40.00/hr
	Three Clubrooms	\$46.00/hr	\$53.00/hr
	<u>Private use & non-profit fundraising events</u>		
	One Clubroom	\$34.00/hr	\$38.00/hr
	Two Clubrooms	\$45.00/hr	\$50.00/hr
	Three Clubrooms	\$57.00/hr	\$64.00/hr
	<u>Commercial Groups</u>		
	One Clubroom	\$45.00/hr	\$50.00/hr
	Two Clubrooms	\$58.00/hr	\$65.00/hr
	Three Clubrooms	\$70.00/hr	\$81.00/hr
	<u>08.00.06.7 - Kitchen</u>		
	Non-profit organizations	\$60.00/flat	\$66.00/flat
	Private use & non-profit fundraising events	\$60.00/flat	\$66.00/flat
	Commercial groups	\$60.00/flat	\$66.00/flat
	<u>08.00.06.8 - Miscellaneous Fees</u>		
	Deposit fee for Terra Linda Clubrooms	\$300.00	\$300.00
	Staff attendant fee from 5 pm – 8 pm (Mon – Thurs)	\$0.00	\$0.00
	Staff attendant fee after 8 pm (Mon – Thurs)	\$25.00	\$25.00
	Staff attendant fee after 5 pm (Friday – All day Sat, Sun & Holidays)	\$25.00	\$25.00
	Cleaning and damage deposit	\$0.00	\$0.00
	Community Garden annual fee	\$66.00	\$66.00
	<u>08.00.06.9 - Pool Season Passes</u>		
	<u>Family (unlimited admission for 2 adults & 2 children)</u>		
	Full season (Apr - Sept)	\$ 350.00/resident	\$ 369.00/non-resident
	Early bird before May 2 (Apr – Sept)	\$ 315.00/resident	\$ 332.00/non-resident
	Mid season (after Aug 1)	\$ 179.00/resident	\$ 187.00/non-resident
	Additional family members in same household	\$ 67.00/resident	\$ 71.00/non-resident

RECREATION FACILITIES RESERVATION FEES

Terra Linda Recreation Center

<u>Individual (unlimited admission for 1 person)</u>		
Full season (Apr - Sept)	\$ 211.00/resident	\$ 222.00/non-resident
Early bird before May 2 (Apr - Sept)	\$ 190.00/resident	\$ 201.00/non-resident
Mid season (after Aug 1)	\$ 113.00/resident	\$ 118.00/non-resident
<u>Couple (unlimited admission for 2 people)</u>		
Full season (Apr - Sept)	\$ 272.00/resident	\$ 286.00/non-resident
Early bird before May 2 (Apr - Sept)	\$ 245.00/resident	\$ 258.00/non-resident
Mid season (after Aug 1)	\$ 140.00/resident	\$ 147.00/non-resident
<u>Senior Citizen Individual (unlimited admission for one person age 50 and over)</u>		
Full season (Apr - Sept)	\$ 141.00/resident	\$ 148.00/non-resident
Early bird before May 2 (Apr - Sept)	\$ 126.00/resident	\$ 133.00/non-resident
Mid season (after Aug 1)	\$ 74.00/resident	\$ 78.00/non-resident
<u>Senior couple (unlimited admission for 2 person 50 years and over)</u>		
Full season (Apr - Sept)	\$ 211.00/resident	\$ 222.00/non-resident
Early bird before May 2 (Apr - Sept)	\$ 190.00/resident	\$ 201.00/non-resident
Mid season (after Aug 1)	\$ 113.00/resident	\$ 118.00/non-resident
<u>Lap Swim (15 admissions)</u>		
Early bird before May 2 (Apr - Sept)	\$ 67.00/resident	\$ 71.00/non-resident
<u>Daily Admission</u>		
Adult Resident (16 and older)	\$ 5.00	\$ 9.00
Youth Resident (12 months to 15 years old)	\$ 4.00	\$ 7.00

RECREATION FACILITIES RESERVATION FEES

Park Facilities Fees

08.00.06	<u>08.00.06.10</u> - City Athletic Fields	
	Non-profit organizations	\$ 42.00/hr
	Private use & non-profit fundraising	\$ 53.00/hr
	Commercial groups	\$ 84.00/hr
	<u>08.00.06.11</u> - Large group picnic areas, Redwood, Grove at Gerstle, Pickleweed Park group barbecue	
	Non-profit organizations	\$ 79.00/day
	Private use & non-profit fundraising	\$ 132.00/day
	Commercial groups	\$ 210.00/day
	<u>08.00.06.12</u> - Parks (reserved picnic & barbecue areas)	
	Non-profit organizations	\$ 53.00/day
	Private use & non-profit fundraising	\$ 58.00/day
	Commercial groups	\$ 84.00/day
	<u>08.00.6.13</u> - Tennis Courts	
	Non-profit organizations	\$ 21.00 court/hr
	Private use & non-profit fundraising	\$ 27.00 court/hr
	Commercial groups	\$ 27.00 court/hr
	Lights (evening uses)	\$ 10.00/hr
	Tennis keys - individual	\$ 45.00
	Tennis keys - youth (under 18)	\$ 35.00
	Tennis keys - seniors (60 and over)	\$ 35.00
	<u>08.00.6.14</u> - Other	
	Stadium lights	\$ 42.00/hr
	<u>08.00.6.15</u> - Filming	
	Private use & non-profit fundraising	\$ 53.00/hr for 2 hr minimum
	Commercial groups	\$132.00/hr for 4 hr minimum
	<u>08.00.6.16</u> - Still Photography	
	Private use & non-profit fundraising	\$ 53.00/hr for 2 hr minimum
	Commercial groups	\$ 79.00/hr for 4 hr minimum

EXHIBIT K

School Age Child Care and Parkside Preschool Program Fee Schedules

Effective July 1, 2017

School Age Child Care Program Fee Schedule

Attendance Category	Pre-Registration Fees	Drop In Fees
Annual Registration	\$42.00/child \$58.00/family	N/A
Full Day Program 7:30 a.m. - 6:30 p.m.	\$53.00	\$55.50
Recreation Day 10:00 a.m. -4:00 p.m.	\$41.50	\$43.50
Kindergarten Full Day 1:40 p.m. - 6:30 p.m.	\$34.00	\$35.50
Kindergarten Part Day 1:40 p.m. - 3:00 p.m.	\$15.00	\$15.75
School Minimum Day 1:40 p.m. - 6:30 p.m.	\$34.00	\$35.50
School Conference Week 12:05 p.m. -6:30 p.m.	\$44.00	\$49.50

Parkside Preschool Program Fee Schedule

Attendance Category	Pre-Registration Only
Annual Registration	\$42.00/child; \$58.00/family
Full Day Program, 5 Days per Week, 7:30 a.m-6:30 p.m.	\$1,365/month
Full Day Program, 3 Days per Week, 7:30 a.m. - 6:30 p.m.	\$1,025/month \$
Full Day Program, 2 Days per Week, 7:30 a.m. - 6:30 p.m.	661.00/month

San Rafael Public Library Comparison Survey

	San Rafael - Current	San Rafael - Proposed	Sausalito	Marin County Free Library	San Anselmo	Larkspur	Mill Valley
<i>Fines</i>							
Books	\$.25 a day, max of \$10 for adult items. No fines on children's or teen.	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.025 a day, max of \$10 per item for adult books. \$.10 a day, max of \$5 per item for children's books.	No longer charges late fees as of April 19, 2020	\$.020 per day for adult books, max of \$7. \$.010 per day for children's books, max of \$3.
Most Wanted Books	\$.25 a day, max of \$10	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.025 a day, max of \$10 per item for adult books. \$.10 a day, max of \$5 per item for children's books.	No longer charges late fees as of April 19, 2020	\$.050 per day, max of \$7 for adult materials and \$3 for children's materials.
Most Wanted DVD's	\$.50 a day, max of \$15	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.050 a day, max of \$14 per item for adult DVD's. \$.050 a day, max of \$7 per children's DVD.	No longer charges late fees as of April 19, 2020	\$1.00 per day, max of \$14.
DVD's	\$.50 a day, max of \$15 for adult items. No fines on children's or teen.	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.050 a day, max of \$14 per item for adult DVD's. \$.050 a day, max of \$7 per children's DVD.	No longer charges late fees as of April 19, 2020	\$1.00 per day, max of \$14.
Audio Books	\$.25 a day, max of \$10 for adult items. No fines on children's or teen.	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.025 a day, max of \$10 per item for adult audio books. \$.10 a day, max of \$5 per item for children's/teen audio books.	No longer charges late fees as of April 19, 2020	\$.020 per day, max of \$7 for adult materials and \$3 for children's materials.
Other Media (music, childrens audio)	\$.25 a day, max of \$10 for adult items. No fines on children's or teen.	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$.025 a day, max of \$10 per item for adult other media. \$.10 a day, max of \$5 per item for children's other media	No longer charges late fees as of April 19, 2020	\$.020 per day, max of \$7 for adult materials and \$3 for children's materials.

San Rafael Public Library Comparison Survey

	San Rafael - Current	San Rafael - Proposed	Sausalito	Marin County Free Library	San Anselmo	Larkspur	Mill Valley
Magazines	\$.25 a day, max of \$2 for adult items. No fines on children's or teen.	No longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult magazines. \$0.10 a day, max of \$5 per item for children's magazines.	No longer charges late fees as of April 19, 2020	\$0.10 per day, max of \$7 for adult materials and \$3 for children's materials.
Link Plus	\$1 a day, no max late fee	No longer will charge late fees	Not on fee schedule	No longer charges late fees as of July 1, 2019	\$1 a day, max of \$15	Not on fee schedule	\$1 a day, no max late fee
Replacement cost if lost/damaged							
Books	Cost of item + \$8 processing fee	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book	Cost of item + \$6 processing fee
Most Wanted Books	Cost of item + \$8 processing fee	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book	Cost of item + \$6 processing fee
Most Wanted DVD's	Cost of item + \$8 processing fee	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult DVD Cost of item + \$3.50 processing fee for Youth DVD	Cost of item + \$6 processing fee
DVD's	Cost of item + \$8 processing fee	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult DVD Cost of item + \$3.50 processing fee for Youth DVD	Cost of item + \$6 processing fee

San Rafael Public Library Comparison Survey

	San Rafael - Current	San Rafael - Proposed	Sausalito	Marin County Free Library	San Anselmo	Larkspur	Mill Valley
Audio Books	Cost of item + \$8 processing fee. Individual disc(s): if replacable \$10/disc + \$8 processing fee	Cost of item + \$8 processing fee. Individual disc(s): if replacable \$10/disc + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee Individual disc(s): if replacable \$10/disc + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book Individual disc(s): if replacable, \$10/disc	Cost of item + \$6 processing fee
Other Media (music, childrens audio)	Cost of item + \$8 processing fee	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult media Cost of item + \$3.50 processing fee for Youth media	Cost of item + \$6 processing fee
Magazines	Cover price of magazine, no processing fee	Cover price of magazine, no processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cover price of magazine, no processing fee	Cost of item + \$6 processing fee
Other Fees							
Lost Library Card	Adults: \$1 Children: \$0	No fee	\$0.50 per card	No fee	\$1 per card	\$1 per card	\$1 per card
Printing and Photocopy	\$0.20 for black/white, \$1 color	\$0.20 for black/white, \$1 color	\$0.10 per copy	\$0.15 for black//white, no color printing	\$0.20 for black/white, \$0.75 color	\$0.15/pg for photocopying \$0.15/pg for black and white printing, \$1/pg for color	\$0.15/pg for black and white printing, \$0.30/pg for color



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

TOPIC: HIGHWAY 101 TO INTERSTATE 580 CONNECTOR PROJECT

SUBJECT: PRESENTATION OF POTENTIAL GUIDING PRINCIPLES REPRESENTING SAN RAFAEL'S INTERESTS IN THE TRANSPORTATION AUTHORITY OF MARIN'S (TAM) STUDY OF ALTERNATIVE ALIGNMENTS FOR THE 101 TO 580 CONNECTOR PROJECT

RECOMMENDATION: Staff recommends that the City Council accept the informational report and provide direction to staff.

BACKGROUND: Currently, drivers who wish to access the Richmond-San Rafael Bridge (Interstate 580) via northbound US Highway 101 (Highway 101) must exit the freeway and travel on East Sir Francis Drake Boulevard or across Bellam Boulevard to get to the bridge. Having to drive on local streets causes congestion and traffic delays on northbound Highway 101 and on local streets, including Sir Francis Drake Boulevard and Bellam Boulevard. The Transportation Authority of Marin (TAM) has been evaluating a direct connection from Highway 101 to Interstate 580 (I-580) for several years. TAM sought and received voter support for funding a freeway-to-freeway connector between Highway 101 and Interstate 580 in the local [Marin Transportation Sales Tax Measure AA](#), approved in November 2018. TAM also advocated for this project to be included in [Regional Measure 3](#), which was approved in June 2018. The proposed project will allow vehicles to continue along Highway 101 northbound onto a new highway connector and merge directly onto I-580 eastbound toward the Richmond-San Rafael Bridge.

In years past, TAM has studied alignments through the Sir Francis Drake Boulevard corridor in Larkspur and various alignments that transit through southern San Rafael. With the approval of funding to support this direct connection, TAM reinvigorated their corridor evaluation in spring of 2019 with the intention of refining the various corridor alignments and creating a subset that will be further evaluated as a part of the Environmental Impact analysis required.

ANALYSIS: If the project is eventually built in San Rafael, the new corridor will change traffic patterns, impact local businesses, and change the way residents and businesses in Southeast San Rafael (such as the Canal, Spinnaker, Baypoint Lagoons, and Bahia neighborhoods) get to and from this vital area of the City.

Each of the possible alignments impact the residents of San Rafael in different ways so it is important to capture "guiding principles" that will help to define the needs and desires of the

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

residents and businesses in San Rafael regarding the selection of alignments that will move forward for further review in the environmental process. To that end, staff interviewed Councilmembers and others to create a draft Guiding Principles document for consideration and input from the City Council and public.

The Guiding Principles are captured under eight broad categories including: 1. The connector project should be a net benefit to the adjacent San Rafael neighborhoods; 2. Reduce delays and increase choices for all travelers; 3. Improve the local traffic flow to allow for future economic investment and development in Southeast San Rafael; 4. Improve the safety of all travelers in the project area; 5. Create a project that “fits in” with its setting and is aesthetically pleasing; 6. Minimize impacts on open space and natural resources; 7. Design for the future – not the past; and 8. Build the project in an efficient and timely way.

Staff is seeking feedback from the City Council and public on the Guiding Principles so that TAM will be aware of the City’s aspirations and concerns as the alignments are refined and consolidated for further study, ultimately resulting in a preferred alternative in the Environmental Impact Report.

PUBLIC OUTREACH: TAM has conducted a series of meetings with stakeholder groups to gain feedback and insight as they develop the various alternatives for consideration. In addition to these meetings, TAM has maintained an updated project website to keep interested parties apprised as the analysis is developed.

FISCAL IMPACT: As an informational report, there is no fiscal impact associated with this action.

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

1. Accept the informational report as presented and provide direction to staff to finalize or modify the Guiding Principles.
2. Do not accept the informational report.

RECOMMENDATION: Accept the report.

City of San Rafael

Draft Guiding Principles for the Northbound US-101 to Eastbound I-580 Direct Connector

The following guiding principles are intended to express the City's vision for how a direct connector should function and benefit the community. The below is not intended to be commentary or direction on any one alternative. Instead, any future selected alternative(s) should be generally consistent with, and not preclude, these principles.

1. Connector project should be a net benefit to the adjacent San Rafael neighborhoods.

- Include benefits for San Rafael residents and businesses in alternatives that directly impact San Rafael. The project should be a net benefit to San Rafael and improve the adjacent neighborhoods.
- Maintain direct on- and off-ramp access from the freeways to Bellam Boulevard.
- Consider commute times for the Southeast San Rafael neighborhoods and ensure the project does not further divide the area from the rest of the city.
- When evaluating project alternatives, analyze improvements to traffic operations on local streets in Larkspur as well as San Rafael. The intent is not to move congestion from one location to another, but to reduce congestion overall.
- When evaluating project alternatives, consider a data-driven analysis to provide quality information on positive and negative impacts to the area.

2. Reduce delays and increase choices for all travelers.

- Reduce travel delays for northbound 101 motorists transitioning to eastbound I-580 and the Richmond-San Rafael Bridge.
- Reduce surface street congestion in the vicinity of the 101/580 interchange through signal changes and design changes. This should make it quicker and easier to get to Southeast San Rafael from other parts of San Rafael and Marin County.
- Improve bicycle and pedestrian connections along Bellam Boulevard between Kerner Boulevard and Andersen Drive, including new sidewalks and crosswalks, and dedicated bike lanes or a cycle track/ buffered bike lane.
- Provide a safe pedestrian and bicycle connection from the Canal neighborhood to the SMART/Cal Park Hill path, making it easier to get from the neighborhood to Davidson Middle School and the Downtown Core.

3. Improve local traffic flow to allow for future economic investment and development in Southeast San Rafael.

- Consider business access and visibility for customers, employees, and suppliers with any new structure proposed.
- Minimize direct displacement of businesses, and indirect displacement due to changes in access.
- Minimize project construction impacts to area businesses.
- Reduce delays and commute times for those who use local surface streets to travel to and from work.

4. Improve the safety of all travelers in the project area.

- Reduce collision hazards for all modes of travel, including bicycles, pedestrians, and transit users on surface streets as well as motorists on the freeways.
- Maintain, or improve if possible, emergency vehicle access to Southeast San Rafael with improved local traffic flow.

5. Create a project that “fits in” with its setting and is aesthetically pleasing.

- Consider the impact of flyover ramps and elevated viaducts. Incorporate infrastructure that blends with the local context as much as possible. Consider noise impacts and reduce the feeling of height and bulk of any new infrastructure.
- Leverage the project to create gateway improvements on local streets where highway traffic enters San Rafael, especially along Bellam Boulevard between Andersen Drive and East Francisco Boulevard.
- Consider positive and negative impacts on social equity when planning for issues such as: bicycle and pedestrian safety measures, mobility improvements, the feeling of height and bulk, future economic investment, etc.
- Avoid grading scars and large-scale tree removal.

6. Minimize impacts on open space and natural resources,

- Explore opportunities to improve recreational access to open space where possible given agreements between the City and property owners.
- Consider project impacts to natural resources.
- Minimize the impacts on areas near the interchange, especially on residential areas, in terms of air quality, noise, garbage, or other negative impacts.

7. Design for the future—not the past.

- Consider long-term impacts of COVID-19 on travel demand, commute patterns, projected volumes, trip origins and destinations, and transit use, per the current standards of practice required by Caltrans and the approving agencies.
- Consider possible future changes in vehicle mix and technology, including autonomous vehicles, in an attempt to better understand future usage patterns.
- Maintain flexibility to provide a future direct ramp from westbound I-580 to southbound US-101.
- Consider sea level rise adaptation planning in the design of the new freeway connection.
- Select alternatives that do not preclude future circulation improvements to improve ingress or egress to/from the neighborhoods.

8. Build the project in an efficient, timely way,

- Provide an inclusive planning process that engages local businesses and residents who use the interchange, including non-English speaking residents.
- Balance the relative costs of each alternative against the improvements to travel time, and traffic volumes, it provides.
- Work to minimize the need to acquire significant additional right-of-way.
- Consider factors other than speed when evaluating project benefits. Encourage Caltrans to allow design exceptions if the result is a more efficient, superior, and cost-effective project.
- Coordinate with other efforts to improve the Richmond-San Rafael Bridge and enhance conditions on the I-580 and US-101 Corridors.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval: _____

TOPIC: NEW MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA)

SUBJECT: RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA) (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION: Adopt Resolution

BACKGROUND:

The San Rafael Firefighters' Association (SRFA) represents 67 employees in the San Rafael Fire Department, including 66 safety positions and one non-safety position. The most recent Memorandum of Understanding ("MOU") for SRFA expired on June 30, 2020 and was extended by side letter through June 30, 2021. Over the past several months, representatives of the City and SRFA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City issued a last best final offer on May 18, 2021 for a three-year successor MOU and SRFA membership ratified the proposal on June 7, 2021. The proposed new MOU was presented at the June 21, 2021 Council meeting for discussion and there were no public comments. Staff is returning with a resolution for approval of the MOU with SRFA.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the proposed successor MOU between the City and SRFA. In addition to the economic items, some operational items were also addressed in the successor MOU.

1. **Term of the Agreement:** July 1, 2021 through June 30, 2024
2. **Salary Increase:** Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each position in the bargaining unit. The salary schedule included in the attached MOU authorizes the proposed new salary for each position.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

- a. Year 1: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2021
- b. Year 2: Value of a 4.0% base wage increase for the bargaining group, effective July 1, 2022
- c. Year 3: Value of a 4.0% base wage increase for the bargaining group, effective July 1, 2023

3. Full Flex Cafeteria Plan: Employees will receive a temporary increase in their monthly Flex Dollar Allowance as noted below:

The monthly flex dollar allowance effective the first paycheck in December 2021 shall be:

For employee only: \$ 755.62

For employee and one dependent: \$1,220.46

For employee and two or more dependents: \$1,798.14

These flex cafeteria increases are one time (temporary) in nature and will be funded using non-recurring revenue. Effective the first paycheck in December 2024, the monthly flex dollar allowance will revert back to:

For employee only: \$ 733.39

For employee and one dependent: \$1,173.42

For employee and two or more dependents: \$1,525.46

4. Non-Economic Items: In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Joint study on service delivery models and reopener options (Section 1.8): The Association and Department Management Staff agree to participate in a joint study to analyze the service delivery models related to the (Advanced Life Support) ALS and (Basic Life Support) BLS provisions in the MOU.
- Sick Leave (Section 5.1.3): Update familial relationships under definition of “immediate family” to be more in line with definition under California Paid Family Leave.
- Work Schedule/Established Work Week (Section 6.1.1): Clarify all non-suppression employees will work on a 40 hour per week, seven day per week schedule.
- Hiring Additional Personnel (Sections 6.8.3): In an effort to maintain full staffing, the City will be able to hire one additional personnel; mutual consent of the Fire Chief and association still required beyond one additional personnel.
- Arbitration (Section 7.3.5): Update language to allow the mutually acceptable Arbitrator to provide an alternative recommendation for disciplinary action in addition to the ability to affirm or reject the City’s form of discipline.
- Referral to City Manager (Section 7.4.3): Clean up language regarding requirement to notify City Manager and Fire Chief of grievance in writing.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 67 employees of SRFA is \$17,231,211. The additional ongoing incremental cost of the successor MOU beyond the FY 21/22 budget is:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>
Wages:			
Base Salary	\$261,004	\$356,629	\$373,933
Other costs:			
Pension*	\$185,322	\$253,171	\$265,434
Taxes (Medicare, W/C)	<u>\$ 28,478</u>	<u>\$ 38,984</u>	<u>\$ 40,884</u>
Total Incremental Cost:	\$474,804	\$648,784	\$680,250

**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.*

While the incremental cost is \$474,804 for fiscal year 2021-2022, and the incremental cost is \$648,784 for fiscal year 2022-2023, and the incremental cost is \$680,250 for fiscal year 2023-24, the increases are compounding and therefore the projected wages and other costs total \$3,402,230 plus \$254,773 in one-time health plan contribution changes, totaling \$3,657,003 for the three-year term. The one-time changes will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

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

- Staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the Resolution to Approve the Memorandum of Understanding between the City of San Rafael and San Rafael Firefighters' Association pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024).

ATTACHMENTS:

- Resolution with attached MOU between City of San Rafael and San Rafael Firefighters' Association for July 1, 2021 to June 30, 2024 (and all attachments).

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2021 THROUGH JUNE 30, 2024)

WHEREAS, the San Rafael Firefighters' Association (SRFA) labor agreement with the City will expire on June 30, 2021, after a one-year extension; and

WHEREAS, the City of San Rafael and representatives of SRFA 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, 2021, through June 30, 2024, has been ratified by SRFA members.

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

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Firefighters' Association (SRFA) shall utilize the MOU for the period beginning July 1, 2021, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRFA.

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 6th of July 2021, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL FIREFIGHTERS' ASSOCIATION

I.A.F.F., LOCAL 1775

JULY 1, 2021 - JUNE 30, 2024

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Exhibit D	Firefighters Outside Employment Policy
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MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Chapter 1, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2021 and ending June 30, 2024. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Firefighters' Association, I.A.F.F., Local 1775, the employees it represents, and the City of San Rafael.

As used throughout this Memorandum of Understanding, the pronoun designations "he" or "his" is intended to be applicable to both the male and female gender.

1 GENERAL PROVISIONS

1.1 RECOGNITION

1.1.1 Association Recognition

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 3501, (b), for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

1.1.2 City Recognition

The Municipal Employee Relations Officer of the City of San Rafael or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in Employer-Employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

1.2 NON-DISCRIMINATION

1.2.1 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 who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU (Chapter 7).

1.2.2 Association Discrimination

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

1.3 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Association 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.

1.4 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

1.5 STRIKES & LOCKOUTS

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage, or approve any strike or slow down growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.6 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal or 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.

1.7 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.7.1 Joint Representation

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.

1.7.2 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 for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2024.

1.7.3 *Effective Dates*

This Agreement will be in effect from July 1, 2021 through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

1.8 JOINT STUDY ON SERVICE DELIVERY MODELS AND REOPENER OPTION

The Association and Department Management Staff agree to participate in a joint study to analyze the service delivery models related to the ALS and BLS provisions in the MOU set forth in section 3.4.4 and 3.4.5. The joint study will review the following:

- a. Potential benefits or detriments of alternative delivery models such as a BLS pilot program including the research and consider the creation of a Part-time Medical Technician Job Classification including establishing a minimum set of training standards including physical standards (feeder network for internally developed ALS candidates)
- b. Assessing overtime costs
- c. Assessing force hires
- d. Assessing trend on service levels (for purposes of this criteria, service levels means response times to calls for service and maintaining effective response force consistent with Department policies)
- e. Assessing the need for mutual aid
- f. Safety of the public and Department personnel
- g. Staffing levels
- h. Cost analysis of any options
- i. Assessing SOPs
- j. Assessing ALS candidate pool trends for ALS hires
- k. Establish criteria for downgrading a call from an ALS call to a BLS call.
- l. Any other relevant criteria

The parties will complete the study and document the findings in a report no later than June 30, 2022. The report will be provided to the City Manager for review. Should an outside agency be used to assist the study, the agency would have to be mutually agreed upon by SRFA and the City. Opening the MOU to address the findings of the study would require the mutual agreement of the SRFA and the City.

2 MMBA

2.1 ASSOCIATION RIGHTS

2.1.1 Advance Notice of Change

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and any Board or Commission, or any Department and the Association shall be given the opportunity to meet and confer with the City and Representatives prior to adoption. In cases of emergency, when the City Council

determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution or regulation shall be provided to the association together with the notice required by this Section, whenever possible.

2.1.2 *Dues Deduction*

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.
2. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
3. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
4. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.
5. In the case of an employee who is in a non-pay status during a part of the pay period, if the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
6. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.1.3 *Release Time*

The City shall allow a reasonable number of Association representatives who are official representatives of the Association be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. One hundred forty-four (144) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Fire Chief. Once approved, hours will be deducted from this total on an hour for

hour basis per representative. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time, per the approval process outlined above.

2.1.4 Association Access to Work Locations

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with City representatives. Access may be restricted so as not to interfere with the normal operations of Department or with established safety or security requirements.

2.1.5 Association Office Space

The Association shall be allowed office space on City property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.1.6 Conduct of Business

Consultations between the City and the Association, for discussion of grievances and for negotiations between the City and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

2.1.7 Association Meetings

The Association shall be able to use Fire Department facilities for meetings provided space and time are available. All meetings using Fire Department facilities must have prior approval of the Fire Chief or his/her designee. Employees and companies normally covering the first in district where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

2.1.8 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, 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 two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.

2.1.9 Employee Information

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

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

2.2 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, 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 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 similar non-disciplinary reasons.
11. To establish and modify organizational productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights and this Memorandum of Understanding.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.
15. To determine policies, procedure and standards for selection, training and promotion of employees.
16. To establish employee performance standards including but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and Association agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of

representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said act, and/or Federal law, the City shall have the duty to meet and confer with the Association regarding the impact of its decision/exercise of rights.

3 COMPENSATION

3.1 TOTAL COMPENSATION

3.1.1 Salary Increases

First year compensation increases will take effect the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later:

Year 1:

- Firefighter Paramedic - 2.0% general salary increase July 1, 2021 and 2.0% general salary increase January 1, 2022
- Fire Engineer - 2.0% general salary increase July 1, 2021 and 1.5% general salary increase January 1, 2022
- Fire Captain - 2.0% general salary increase July 1, 2021 and 2.0% general salary increase January 1, 2022
- Fire Mechanic - 1.6%

Year 2:

- Firefighter Paramedic - 2.0% general salary increase July 1, 2022 and 2.0% general salary increase January 1, 2023
- Fire Engineer - 2.0% general salary increase July 1, 2022 and 1.5% general salary increase January 1, 2023
- Fire Captain - 2.0% general salary increase July 1, 2022 and 2.0% general salary increase January 1, 2023
- Fire Mechanic - 1.6%

Year 3:

- Firefighter Paramedic - 2.0% general salary increase July 1, 2023 and 2.0% general salary increase January 1, 2024
- Fire Engineer - 2.0% general salary increase July 1, 2023 and 1.5% general salary increase January 1, 2024
- Fire Captain - 2.0% general salary increase July 1, 2023 and 2.0% general salary increase January 1, 2024
- Fire Mechanic - 1.6%

3.1.2 Compensation Goal & Definitions

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

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin, South San Francisco, and Vallejo; AND,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

Total Compensation for survey purposes shall be defined as: Top step base hourly pay rate (excluding longevity pay steps), educational incentive pay, EMT 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 paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

3.1.3 *Compensation Surveys*

To measure progress towards the above-stated goal, the City will survey the benchmark position, Firefighter-Paramedic before February of the final year of this contract.

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 having similar job duties, qualifications, class and grade compared to the Association's benchmark position. The City and the Association may identify other city/agency positions to be included in San Rafael's compensation survey upon similar duties, qualifications, class and grade to those set out in Exhibit B of this MOU.

Survey data will include all salary and benefit increases, as defined in 'total compensation', in place or to be effective no later than February 1 of that same year. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.1.4 *Pay Schedule*

During the term of this Agreement, the parties may reopen negotiations on the City's proposed change of the payroll schedule for suppression personnel from 24 pay cycles per year to payment after each twenty-four day FLSA 207(k) work period, which would be approximately 15 pay cycles per year. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

3.1.5 *Fair Labor Standards Act*

The Parties shall continue to discuss changes to ensure the City's compliance with the FLSA. The Parties understand that the City has the management right to administer its payroll system in compliance with the law and also understand that all impacts of any resulting changes to employee compensation must be negotiated with SRFA.

3.2 EDUCATIONAL INCENTIVE

To increase the educational level of the employees in the Fire Department, and to assist in the recruitment of public safety members into the fire service, the City shall pay an educational incentive in accordance with the following:

3.2.1 *Thirty (30) College Units Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and have successfully completed 30 accredited college units of Fire Science or Fire Technology shall receive additional compensation amounting to 2.5% of their base hourly pay rate.

3.2.2 *AA Degree Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who possess an A.A. or A.S. degree in Fire Science or Fire Technology shall receive additional compensation amounting to 5% of their base hourly pay rate.

3.2.3 *EMT I*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional

compensation amounting to 2.5% of their base hourly pay rate. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT - 1, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT - 1 certificate as a condition of employment.

3.2.4 Other Job-Related Courses

It is agreed that college course work other than those specified in "3.2.1." and "3.2.2." completed by non-safety members of the department may be deemed to be job-related by the Fire Chief to qualify for the 2.5% or 5.0% educational incentives. This is provided in lieu of "3.2.1." or "3.2.2." but will not preclude an employee from receiving "3.2.1." or "3.2.2." It is agreed that an employee shall receive not more than one (1) educational incentive. Educational incentive for non-safety members of the department shall not exceed 5.0% exclusive of EMT incentives.

3.3 OUT OF CLASS COMPENSATION

When safety employees work out of their normal classification, they will be compensated and governed by the following rules:

3.3.1 Firefighters and Firefighter-Paramedics

All firefighters and firefighter-paramedics with one and one-half (1.5) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Engineer's promotional examination are eligible to work out-of-class as an Engineer.

All firefighters and firefighter-paramedics with four (4) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as Captain.

When working out of class as Engineers or Captains, the Firefighter or Firefighter-Paramedic will be paid the appropriate out-of-class compensation for each full shift completed in the out-of-class position. They will be paid at the same step as their regular position, i.e., Step A – Firefighter-Paramedic is paid at Step A, - Engineer or Step A - Captain.

3.3.2 Fire Engineers

All Engineers who meet the minimum qualifications of the Captain classification will perform in Acting Captain status as needed and will be paid out-of-class compensation at the same step as their regular position, i.e., Step A - Engineer is paid at Step A - Captain. Engineers will be paid the out-of-class compensation for each full shift completed in the out-of-class position.

3.3.3 Fire Captains

All Fire Captains who meet the eligibility requirement to take the Battalion Chief-Operations promotional exam may work out of class as Battalion Chief-Operations. When working out of class as Battalion Chief-Operations, Captains will be paid the appropriate out-of-class compensation for each full shift completed. They will be paid at the same step as their regular position, i.e., Step C-Captain is paid at Step C–Battalion Chief–Operations.

3.4 SPECIALTY COMPENSATION

3.4.1 Paramedic Certification

Fire Captains and Engineers are not eligible for the Paramedic compensation. Fire Captains, Engineers and Firefighter-Paramedics are eligible for an A.C.L.S. incentive equal to 2.5% of their base hourly pay rate in lieu of the E.M.T. incentive (applicable only to those employees who have completed their first year of full-time service).

All fees and continuing education expenses associated with license maintenance will be reimbursed by the City upon verification of completion of the required training.

3.4.2 Paramedic Liaison

The Paramedic liaison and Assistant Paramedic liaison will be selected by those individuals assigned Paramedic duty and will serve for a minimum of one (1) year and a maximum of two (2) years. The individual selected as the Paramedic Liaison will receive \$200.00 per month premium pay over and above his/her base hourly pay rate while serving in this capacity. The individual selected as the Assistant Paramedic liaison will receive \$100 per month premium pay over and above his/her base hourly pay rate while serving in this capacity. Individuals may serve more than the 2 year maximum if no other candidates accept a nomination and run for the position.

3.4.3 EMT I Ambulance Drivers

EMT-1 drivers shall receive a ten-dollar (\$10.00) bonus for each shift, full or partial that they are assigned to drive either ambulance. Regular assignment to the paramedic unit as an EMT-1 shall be voluntary. Non-voluntary assignment to the paramedic unit as an EMT-1 shall be made to cover absence of members regularly assigned to the unit. Association members cannot refuse assignment to staff the paramedic ambulance.

3.4.4 ALS Transport Units

The Fire Department operates three ALS transport units. Two full-time ALS units will be staffed with two (2) Firefighter EMT-P. The "cross-staffed" ALS unit will be staffed with a minimum of one (1) Firefighter EMT-P and one (1) EMT Captain, Engineer, or Firefighter. The cross-staffed unit operates from a fire station that will be decided at the discretion of the Fire Chief and may vary on different platoons. Captain or Engineer EMT-Ps may volunteer to staff an ALS ambulance.

The Department will utilize an available fourth ALS Transport Unit at the discretion of the on-duty Battalion Chief or on-duty Fire Captains as needed to maintain adequate service levels.

The City shall have the right to deploy ALS Transport Units where needed as determined by the Fire Chief.

3.4.5 BLS Transport Unit

The department may deploy a BLS Transport Unit during the term of this agreement. The management and operational procedures related to this unit will be resolved through negotiations with the Department's Management Staff and the Association.

3.5 OTHER COMPENSATION

3.5.1 Uniform Allowance

Uniform members of the Fire Department shall receive a uniform allowance in the amount of \$567.50 at the completion of each six months of service ending May 31 and November 30. Uniform member employees shall receive a pro-rated amount during the first and last six

months of service of \$94.58. Effective January 1, 2009 the City shall provide all new hire uniform members with 1 shirt and 1 pair of pants at the time of appointment. When needed, a maximum of 1 shirt and 1 pair of pants per year will be replaced by the City for all members. The uniform shall consist of Workrite Nomex pants and the Workrite Nomex uniform shirt. Fire Association members will be responsible for purchasing all other uniform related product with the uniform allowance provided. When uniform members leave employment, all shirts and pants will be returned to the department.

Fire administration will work with the Fire Association to identify 2 vendors for boot purchase. During odd numbered years, employees will be eligible for 1 pair of boots and will be responsible for any boot cost exceeding \$160.

3.5.2 *Call-Back Pay*

4 Employees covered by this Memorandum of Understanding shall be paid at a rate of time and one-half of the affected employee's regular hourly rate. Whenever an employee is asked to continue his/her work past the scheduled duty day or is called back to unscheduled duty by the Department. In such cases, a minimum of two hours callback pay shall be paid.**BENEFITS**

4.1 JOINT BENEFITS COMMITTEE

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall be made up of representatives of Miscellaneous, Supervisory, Police, Fire 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 for active employees in accordance with IRS Code Section 125. Active employees shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

The monthly flex dollar allowance effective the first paycheck in December 2021 shall be:

For employee only:	\$ 755.62
For employee and one dependent:	\$1,220.46
For employee and two or more dependents:	\$1,798.14

The monthly flex dollar allowance effective the first paycheck in December 2024 shall be:

For employee only:	\$ 733.39
For employee and one dependent:	\$1,173.42
For employee and two or more dependents:	\$1,525.46

Effective December 2018, flex dollar allowances shall increase on the first paycheck in December up to a maximum of three percent (3.0%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase medical insurance, taken in the form of cash to contribute to a deferred compensation (457) plan, 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 \$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, other legislation or Federal and/or California agency guidance.

4.2.2 Life Insurance and Accidental Death & Dismemberment

The City pays premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

Members of the Firefighters Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

4.2.3 Retirees Health Insurance

Employees represented by the Association who retire from the Marin County Retirement System are subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans and 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 payment 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 monthly payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus additional cost of retiree premiums) shall not exceed \$557 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

B. Employees hired by the City 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, 4.2.3 B, 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.

4.2.4 *Contributions into Retiree Health Savings Account (RHSA)*

For employees hired on or after January 1, 2010, the City shall make a contribution each pay period into a Retiree Health Savings Account (RHSA) equal to 2.0% of top Step Firefighter-Paramedic base hourly pay for the pay period. Each eligible employee will make a contribution in the same amount each pay period as a payroll deduction. In the event an employee's salary is not sufficient to contribute the 2.0%, no City or employee contribution will be made until such time as the employee's salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

4.2.5 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Costs of the plan are solely the responsibility of employees. No City contributions are provided for employees, except under the Payback provision identified in subsection 4.2.1 of this Memorandum of Understanding.

4.2.6 *Flexible Spending Account (125 Plan) for Health & Dependent Care Expenses Reimbursement*

The City will continue to offer a Flexible Spending Account (Section 125 Plan) pursuant to the IRS Code. Flexible Spending Accounts offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2006).
- c. Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period for the Flexible Spending Account and each employee must re-enroll if he/she wishes to participate in the FSA for the following calendar year. The City shall have the authority to implement changes to the FSA programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

4.3.1 *Dental Plan*

- a. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- b. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- c. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement.
- d. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

4.4 RETIREMENT

4.4.1 *Retirement Contribution*

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

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 member's 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).

4.4.2 *Additional Pension Funding*

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

4.4.3 *Retirement Plans*

On January 1, 2007, the City shall provide the Marin County Employee Retirement Association 3% at 55-retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, 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 with a 3% COLA benefit cap.

On January 1, 2007, 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 with a 3% COLA benefit cap.

Safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55, calculated based on the average of their highest consecutive three years of compensation, with a 2% COLA benefit cap.

Miscellaneous 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 consecutive

three years of compensation, in accordance with MCERA regulations. The annual pension adjustment will be a maximum of 2% COLA.

Safety employees hired 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 2.7% @ 57 plan for Safety members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

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

5 SICK LEAVE

5.1.1 Accrual

Each eligible full-time employee working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 40-hour work week shall continue to earn sick leave credits at the rate of eight (8) hours per month.

All eligible full-time employees shall earn sick leave credits at the rates specified above, commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.4). The sick leave accrual rate is prorated for eligible part time employees.

5.1.2 Sick Leave Usage

An employee eligible for sick leave with pay will be granted such leave with approval of the department head for the following purposes:

- a. Personal illness of the employee or illness within the immediate family (immediate family under subsection 5.1.2 a is defined as employee’s spouse, registered domestic partner, dependent children, grandparent, grandchild, sibling and/or employee’s parents or parent-in-laws) or physical incapacity of the employee resulting from causes beyond the employee’s control; or
- b. Enforced quarantine of the employee in accordance with community health regulations; or
- c. In the event of a death or critical illness in the immediate family, an employee may, upon proper notification, be allowed to be granted an absence up to five (5) consecutive calendar days (combining duty and off duty days), using sick leave as needed during this period of absence, for such a circumstance either in or out of state. Where such death or critical illness has occurred, the employee will be expected to furnish satisfactory evidence of the situation to the Fire Chief if requested. The employee may request, and on approval of the Department Head, receive additional sick leave hours off in the event

of such a death or critical illness in the immediate family. The immediate family is defined as spouse, children, parents, grandparents, brothers or sisters.

Except that in a. and b. above, an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary. The Association acknowledges the Fire Chief’s right to investigate sick leave abuse.

5.1.3 Sick Leave Service Credit Option

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 1999, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.4 - Sick Leave Payoff).

5.1.4 Sick Leave Payoff upon Termination of Employment

Upon termination of employment by resignation, retirement or death, employees who leave the municipal service in good standing shall receive compensation of all accumulated unused sick leave, based upon the rate of two percent (2%) of each year of service to a maximum of fifty percent (50%). The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 40-hour work week and 1,680 hours for employees working a 56-hour work week. Sick leave payoff would be subject to a maximum of 600 hours for 40-hour per week employees and 840 hours for 56-hour per week employees, subject to the 2% per year formula noted above.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Four (4) members per shift shall be allowed off on vacation during all days of the calendar year except for those sets of shifts containing a designated holiday as defined in Section 5.4.1 and including December 24th and 31st. For sets of shifts containing a holiday, three (3) members shall be allowed off on vacation. Vacation shall be administered in accordance with current Fire Department policy, which is incorporated into this MOU by reference of this statement.

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 rate shown in the charts below:

For 40-hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	10 days or 80 hours	3.33 hours
36 – 119 months	15 days or 120 hours	5.0 hours
120 – 179 months	20 days or 160 hours	6.66 hours
180+ months	25 days or 200 hours	8.34 hours

For 56-hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	5 shifts or 120 hours	5.0 hours
36 – 119 months	7.5 shifts or 180 hours	7.5 hours
120 – 179 months	10.0 shifts or 240 hours	10 hours
180+ months	12.5 shifts or 300 hours	12.5 hours

5.2.3 *Vacation Accrual Cap*

During each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 250 hours for 40-hour per week employees and 396 hours for 56-hour per week employees. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations, i.e., extended medical leave, request an increase in their cap. Each request will need to be in writing, submitted through the department, and received the approval of the Fire Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

In the event that one or more City holidays falls within an annual vacation leave, such holidays shall not be charged as vacation leave, unless the employee is on a schedule to be paid for designated holidays in lieu of days off.

Upon termination, an employee shall be compensated in cash at his/her current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed his/her initial probationary period.

5.2.4 *Vacation Accrual when on 4850 Leave*

While on 4850 leave, if an employee exceeds the maximum vacation accrual (250 for 40 hours/week employees or 396 for 56 hours/week employees) he/she will be bought down to 200 vacation hours for 40-hour employees and 300 vacation hours for 56-hour employees. This buy-down will occur when the employee returns to regular duty and will be documented via a Personnel Action Report (PAR). The buy-down will not prevent employees from participating in the vacation conversion program or the vacation cash in program. Once the employee's hours have been bought down the employee will then continue to accrue vacation hours at their regular rate.

5.2.5 *Vacation Relief*

Beginning January 2005, the City converted to the constant staffing model and was no longer hiring vacation relief positions. Should the City wish to return to using vacation relief, following meeting and conferring with the Firefighter's Association on the implementation of such change, primary selection for vacation relief will occur annually and will be voluntary based on seniority (those employees in the Firefighter job class with the most seniority in the Fire Department will have the first opportunity to sign up for vacation relief).

If through the above reference voluntary selection process the department is unable to identify an adequate number of firefighters for this annual assignment employees will be assigned by the department using a least senior (seniority within the Fire Department) procedure.

Employees volunteering and/or being assigned to the vacation relief assignment must have completed two years with the San Rafael Fire Department as a safety member. At no time will there be more than two (2) Firefighter/Paramedics per shift assigned to Vacation Relief.

Those employees assigned to this annual vacation relief assignment shall be paid \$125.00 per month.

No employee shall serve more than three (3) consecutive years on vacation relief. After three (3) years of not serving on vacation relief, such employee may then work up to three (3) consecutive years on vacation relief.

5.3 LEAVE CONVERSION TO HOUR FOR HOUR

5.3.1 Accrued Balance Conversion

On January 1, 1995, each employee covered by this Memorandum of Understanding working a regularly scheduled 24-hour shift schedule had their current balances of accrued sick leave hours and accrued vacation leave hours multiplied by a factor of 1.5. The resulting figures then became each employee's new accrued balances of sick and vacation leave.

5.3.2 Sick and Vacation Leave Usage

Each employee covered by this Memorandum of Understanding shall have one (1) hour of sick leave or one (1) hour of vacation leave, as appropriate, deducted from their accrued balance for each hour of leave used during any reportable 24-hour period.

5.3.3 Hourly Rate for Leave Payoff

Effective with the conversion to hour for hour reporting, the hourly rate used for leave payoff purposes shall be based on 2080 annual work hours for represented job classes working a 40 hour work week and 2920 annual work hours for represented job classes working a 24-hour shift schedule.

5.3.4 Vacation and Sick Leave Accrual Conversion

When a member moves from a 24-hour shift schedule to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balances.

When a member moves from a 40-hour work week to a 24-hour shift schedule, accrued vacation and sick hours will be multiplied by 1.4 to determine new vacation and sick leave balances.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

5.4 HOLIDAYS

5.4.1 Days Observed

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

January 1st

Third Monday in January

New Year's Day

Martin Luther King Day

February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
March 31 st	Cesar Chavez Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
September 9 th	Admission Day
As observed by the City of San Rafael	Veteran's Day
As observed by the City of San Rafael	Thanksgiving Day
As observed by the City of San Rafael	Day after Thanksgiving
December 25 th	Christmas Day

5.4.2 *Holiday Pay*

All twenty-four hour shift employees covered under this Memorandum of Understanding are entitled to additional straight time compensation for every holiday in Section 5.4.1 that they are employed with the City. Straight time or straight hourly rate is defined as base hourly rate plus eligible premium pays. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Effective January 1, 2019, said compensation will be paid in the pay period in which the holiday occurs. The holiday pay formula for each holiday will be based on the employee's straight hourly rate multiplied by twelve hours. The holiday pay amount will be factored into the regular rate of pay for FLSA overtime.

All 40-hour week employees shall receive an 8-hour paid day-off or shall be paid one hour of additional straight time for each hour worked on the holidays listed in Section 5.4, in addition to 8 hours of holiday compensation at the straight hourly rate.

5.4.3 *Holiday Routine*

Holiday routine shall apply to New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. In addition to the emergency responses, the holiday routine shall consist of the normal daily emergency preparedness, routine maintenance of facilities and equipment and the related administrative work, and participation in public education or community events.

5.5 OTHER LEAVE

5.5.1 *Court Appearance*

Employees required to appear in court or other official hearings shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings other than during their regular tour of duty shall receive a minimum of four (4) hours pay calculated at one and one-half times the employee's base hourly pay rate. Employees shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for calling the dispatcher after 6:00 p.m.

5.5.2 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

5.5.3 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.5.4 *Workers' Compensation / Industrial Injury Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2. for qualifications regarding use of accrued sick leave.

5.5.5 *Family Medical Leave / California Family Rights Act*

Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval.

5.5.6 *Catastrophic Leave*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Catastrophic Leave Policy which is available on the City's Intranet website.

5.5.7 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, in-law(s), grandparent, grandchild or a 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 three (3) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave may be granted to attend an out of state funeral.

In those cases where the death involves an individual other than immediate family, who had such a relationship with the employees, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Fire Chief as part of the request for bereavement leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

All suppression employees shall work a set of twenty-four hour shifts within a three (3) platoon system. Each suppression shift lasts twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set is two consecutive twenty-four hour shifts.

6.1.1 *Work Schedule / Established Work Week*

Employees shall be assigned to either eight hours per shift, 40 hour per calendar week administrative shifts or twenty-four hour suppression shifts. All suppression employees are scheduled to work four sets of twenty-four (24) hour shifts within each twenty-four (24) day

FLSA Section 7k work period as is illustrated below (commonly referred to as the “2X4” schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

Fire prevention personnel may work different schedules according to administrative needs.

Any employee working the 2 X 4 suppression schedule described above may agree to transfer to prevention, training or other special assignment, subject to the approval of the Fire Chief. An employee assigned to any of these special assignments who works an eight-hour shift shall receive a 5.0% premium pay. The special assignment shall last two years unless the Fire Chief and employee agree to extend the assignment.

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift. It is acknowledged by all parties that if a Fire Captain, Fire Division Chief or Fire Battalion Chief determines that an employee is too fatigued to continue work said Officer is authorized to send the employee home on sick leave.

6.1.2 *Shift Trade Policy*

To provide a mechanism which will enable Fire Department members to take a normally assigned work shift off without having to use vacation time, a shift trade policy has been implemented in order to maintain appropriate staffing levels. Refer to Fire Department Policy IVI.

6.2 OVERTIME

6.2.1 *Overtime*

The work period for suppression personnel is twenty-four days pursuant to Section 207(k) of the FLSA, which begins at 8 a.m. on the first day of the work period and at 7:59 a.m. on the last day of the work period. The work period for non-suppression employees is seven days per week for 40 hours per week. The work period for administrative personnel is seven days, Sunday through Saturday of each calendar week. For administrative personnel, all work periods begin at midnight on the first day of the period and end one minute before midnight on the last day of the period.

The City shall pay FLSA overtime, i.e. hours actually worked in excess of 182 per 24-day work period, in compliance with the law. For non-suppression employees, the City shall pay FLSA overtime for any hours actually worked in excess of 40 hours per seven-day work period. Approved paid vacation and approved paid sick leave shall count as hours worked towards overtime. There shall be no compensatory time off; all overtime shall be paid overtime.

In order to maintain appropriate staffing levels, all overtime coverage will be made on a rank for rank basis only as outlined in Fire Department Policy IVI, or with the assurance all positions within the company are covered to current department standards, including the placement of at least one person licensed as a paramedic on each company.

The City may reopen negotiations during the term of the Agreement to negotiate any issue within the scope of representation affected by the City’s administration of a new payroll system and/or changes made to comply with the FLSA.

6.2.2 *Contract Overtime*

For employees working a twenty-four hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime.

For employees working an eight-hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime eligibility..

6.2.3 *Maximum Continuous Hours of Work*

No employee shall work more than one hundred and twenty (120) consecutive hours without the written approval of the Fire Chief or the Fire Chief's designee.

6.3 EMD-CERTIFICATION

EMT-D certification is a requirement for each employee with a safety classification. The certification is to be conducted on duty, between the hours 0800 and 1700, and counted as a portion of the eight-hour routine duty day.

6.4 SELECTION PROCESS

6.4.1 *Promotional Recruitments*

Recruitments in the Firefighter series to the rank of Fire Engineer and Fire Captain shall be promotional. In the event that no qualified candidates are identified through the examination process, the position(s) will remain vacant and another promotional recruitment will begin as soon as feasible, as determined by the Fire Chief. This will continue until a qualified candidate is found. The City will strive to maintain active promotional lists to prepare for vacancies.

6.4.2 *Fire Captain Qualifications*

Option 1

- A. Four (4) years full time suppression experience in the Firefighter series.
- B. Associate Degree in Fire Science or Fire Technology.
- C. San Rafael Fire Department Engineer Certification or Engineer Rank.
- D. Completion of NWCG S-231 and S-290 curriculum.
- E. State Fire Training Fire Officer Certification or completion of State Fire Training Company officer curriculum.

- or -

Option 2

- A. Five (5) years full time suppression experience in the Firefighter series.
- B. State Fire Training Fire Officer Certification or completion of State Fire Training Company Officer curriculum.
- C. San Rafael Fire Department Engineer Certification or Engineer rank.
- D. Completion of NWCG S-231 and S-290 curriculum.

- or -

Option 3

- A. Ten (10) years full time suppression experience in the Firefighter series.
- B. San Rafael Fire Department Engineer Certification or Engineer rank.
- C. Completion of Fire Command 1A and 1B or Company Officer 2D.
- D. Completion of NWCG S-231 and S-290 curriculum.

- or -

Option 4

- A. Seven (7) years full time suppression experience in the Firefighter series, with three (3) of those being in the position of Fire Engineer with the City of San Rafael
- B. Fire Command 1A and 1B or Company Officer 2D.
- C. Completion of NWCG S-231 and S-290 curriculum

For the purpose of definition, in Section 6.4.2., Firefighter series shall mean the following job classes: Firefighter, Firefighter-Paramedic, Fire Engineer and Fire Captain.

6.4.3 *Fire Captain – Administrative Duty*

Application for and acceptance of the position of Fire Captain includes the explicit understanding that Fire Captains may be assigned to either:

- A. Supervise a Fire Company and work a 24-hour per day shift on a 2 x 4 schedule or
- B. Perform an Administrative assignment with the following conditions:
 - 1. Employee has cleared probation
 - 2. Employee will serve as the Training/ Safety Coordinator
 - 3. To serve as EMS Coordinator
 - 4. Assignment is for a 40-hour work week
 - Four 10-hour work days per week is optional.
 - Work day will include 1 hour for physical fitness

Assignment to Administrative Duty

In the event Administrative assignments remain vacant following the solicitation of volunteers, the assignment will be filled using reverse seniority based on each employee's date of appointment.

Administrative positions will be filled at the time of the Station bidding and will last for a 2 year period. Any period of time less than 2 years will be considered on a hardship basis at the discretion of the Chief and the incumbent.

In the event that a Captain has fulfilled a 2 year Administrative position but no positions as a Fire Company Captain are available, the Administrative position shall return to the bid process. If no officers choose the Administrative position it shall be filled by the least senior Captain having completed probation.

Once a Captain has served two years in an Administrative position, he/she will not be required to serve again. However, a person serving in the Administrative position may serve in that capacity for more than two years per the discretion of the Chief and the incumbent.

If 2 or more line Captain assignments are vacant at the time of the Station bid, the Administrative position shall be suspended until the Department is able to reach full staffing of the Captain position. When full staffing has been achieved the position shall return to the bid process.

Compensation and Overtime

Captains filling an Administrative position shall receive (5%) Premium Pay as outlined in Section 6.1.1 and shall also receive an additional Incentive Pay of 5% added to the base salary.

However, when a Captain works overtime while on Administrative assignment, this additional 10% will not be added to the hourly rate and overtime pay shall be based on the base salary.

Captains filling an Administrative assignment are eligible for shift overtime if it does not conflict with their regular work schedule. If a Captain works shift overtime, the hourly rate of pay will be adjusted to the 24-hour shift rate and the hourly rate will not include the 5% Premium Pay or the 5% Incentive Pay. Captains filling administrative assignments are exempt from mandatory overtime.

Vacation and Sick Leave Accrual

When a member moves from a 24-hour shift to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balance.

When a member moves from a 40-hour work week to a 24-hour shift, accrued vacation and sick hours will be multiplied by 1.4, to determine new vacation and sick leave balance.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

6.4.4 Rule of Three

Appointments made off of departmental promotional lists or open lists for Fire Department vacancies which have Fire Department employees on them require filling of vacancies from within the top three names on a certified list as follows:

- 1 opening = 3 candidates
- 2 openings = 4 candidates
- 3 openings = 5 candidates and etc.

The Human Resources Director may remove a name of an eligible employee from a list if he/she has been rejected or passed over three times by the appointing authority.

Nothing herein shall require use of a Rule of Three for entry-level selections, which shall be subject to a Rule of the List. Should the number of candidates fall below the stated number for the vacancy openings, the Human Resources Director may certify an eligibility list in accordance with the City's Personnel Rules and Regulations Article 6.6.

6.4.5 Duration of Eligibility Lists

Eligibility lists (entry level and promotional) shall remain in effect for twelve (12) months from the established date and can be extended by an additional six (6) months at the written request of the Fire Chief.

6.5 CAREER DEVELOPMENT PROGRAM

The San Rafael Firefighters Association agrees to conform to the Career Development Guidelines regarding Engineer Certification (Policy 1-V-10) and Firefighter (Policy 1-V-9) as revised 11-18-03 and 9-23-08 respectively, and said policy is hereby incorporated by reference.

6.6 PROBATIONARY PERIOD

6.6.1 Purpose of Probation

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status.

6.6.2 *Periodic Probationary Evaluation*

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least twice, once during the fourth (4th) month and once during the eighth (8th) month. The results of these evaluations shall be discussed with the employee.

6.6.3 *Length of Probationary Period*

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.6.4 *Rejection During Probation*

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law.

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 *Notification of Extension or Rejection*

The Fire Chief shall notify the Human Resources Director in writing of his/her intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her extension or rejection.

6.6.7 *Regular Status*

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

6.6.8 *Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period and the promotional appointment shall commence on the same date.

6.6.9 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject: to dismissal without reinstatement, the employee has the opportunity to appeal

pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

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. **Inter-departmental transfers.** An employee may be transferred from a position in one department to a position in the same classification in another department, with the recommendation of the two department heads and the approval of the City Manager.
- b. **Voluntary transfers.** An employee may make a written request for transfer to the Personnel Director to a position in the same or similar classification with the same salary range. Such a request may be made on the recommendation of the affected department head(s) and the approval of the City Manager.

6.7.2 Minimum Qualifications & Probation

Any persons transferred to a different classification shall possess the minimum qualifications for that classification. In the case of a voluntary transfer, the employee shall serve a six (6) month probationary period.

6.7.3 Station Transfers

Station transfer will be in accordance with department policy 1-V-24, Station Bid Preference Guideline, which is hereby incorporated by reference.

6.8 STAFFING LEVELS

6.8.1 Constant Staffing

The City determines the level of service and therefore the overall size of the Fire Department's staff. However, the City is committed to provide safe staffing levels for the City's firefighters and the public. The City and the Association agree to continue Constant Staffing as implemented in 2005. This allows the City to maintain staffing needs through current staffing levels and callback when necessary. Constant Staffing levels will consist of a range not to exceed 22 personnel per each shift operating no more than six companies and no more than 2 medic units. The City shall promptly commence hiring and/or promotions to ensure refreshed staff at each rank and to minimize or eliminate forced overtime.

6.8.2 Minimum Staffing

Minimum Staffing will consist of a range of personnel per each Company. The range will consist of staffing each engine company with 3 members qualified to function in the following roles, (1) Captain, (1) Engineer, (1) Firefighter or Firefighter Paramedic. Staffing for each Medic unit shall consist of (2) Firefighter Paramedics.

6.8.3 Hiring Additional Personnel

The City may hire up to one additional personnel in an effort to maintain full staffing levels. Hiring additional personnel beyond one additional personnel would require the mutual consent of the Fire Chief and the Association.

6.8.4 Paramedic Staffing

It is a goal of the fire department to assign at least one Firefighter/Paramedic to each Engine or Truck Company and realize ALS assessment capabilities for those units.

Captain or Engineer EMT-Ps no longer receive the direct paramedic incentive that is now built into base salary and are encouraged to continue participation in the paramedic program in an effort to deliver ALS service from all fire stations. The City will facilitate the continued cost of EMT-P licensure and continuing education. Captain and Engineer EMT-Ps are encouraged to assist with fire department staffing to maximize our ability to field Engine/Truck Companies as Assessment Units.

Firefighter/Paramedics will serve in assignments on Engine or Truck Companies and Medic Units to facilitate the maintenance of firefighting and paramedic skills. Quarterly or less frequent station rotation of non-probationary Firefighter/Paramedics between two fire stations may be employed to enable this alternation of duties. Firefighter/Paramedics are available for occasional relocation from regularly assigned stations when exigent circumstances require a paramedic to maintain the provision of ALS service on Medic Units.

6.9 PERSONNEL RULES & REGULATIONS

The City and the Association met and conferred over a revision to the City's Rules and Regulations and agreement was reached in October of 1995. Prior to final consideration of any future, proposed amendments to these rules that constitute a change in or impacts wages, hours or terms and conditions of employment, said proposed amendment(s) shall be subject to the provisions of the Meyers-Milias-Brown (MMB) Act.

6.9.1 *Wireless Communication Policy*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet website.

6.9.2 *Drug & Alcohol Policy*

The City and the Association both support a drug and alcohol free work place. Association members will adhere to the provisions of the Drug and Alcohol Testing Policy and Procedures attached herein as Exhibit E and will continue to work with the City to develop a mutually agreeable policy within the terms of this Memorandum of Understanding. It is understood that the policy will apply to all represented departmental employees and non-represented fire safety employees.

6.9.3 *Outside Employment Policy*

No regular employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his/her duties with the City. It is the intent of this provision to exercise the authority granted by Section 1126 of the Government Code, subject to the limitations provided therein. Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Firefighters Outside Employment Policy attached herein as Exhibit F and available on the City's intranet website.

6.9.4 *Use of Fire Apparatus for Shopping*

Affected employees will be allowed to use fire vehicles for shopping. Affected employees shall carry a portable radio or alert device and shall remain ready to respond to any call received.

6.9.5 *Light Duty Policy Statement*

Light duty is offered to employees with temporary medical disabilities under the following circumstances:

1. Must be medically authorized by the individual's treating physician.

2. Any and all work restrictions or modifications necessary to accommodate the employee's temporary disability must be thoroughly defined.
3. There must be actual light duty work available that can accommodate the temporary modifications.
4. This option is available to all employees whether the debilitating injury occurred on or off duty.
5. Light duty will be applied in a non-discriminatory manner.
6. All light duty assignments will consist of work, which falls within the scope of regular employment in the Fire Department, which can accommodate prescribed temporary physical limitations. Light duty assignments may include, but are not limited to, departmental work such as: fire prevention, running supplies and administrative projects. Light duty will be the only circumstance where an employee will be required to perform duties outside of his/her job description. It is understood and agreed that light duty assignments will be confined to the Fire Department.

6.9.6 *No Smoking / Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired **before** 7/1/08 will not be allowed to smoke or use other tobacco products as follows:

1. While inside any City/Fire Department vehicle
2. While in public when on-duty or in uniform
3. In compliance with State Law and Local Ordinances

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

6.9.7 *Grooming Standards*

All personnel covered by this Memorandum of Understanding shall conform to the Grooming Standards specified in Departmental Policy 1-VI-2 and said policy is hereby incorporated by reference.

6.10 MISCELLANEOUS

6.10.1 *Safety Committees*

Fire Department Committee: In order to promote health and safety among the Fire Department employees, a joint committee of seven (7) will be established with equal representation and authority, with four (4) employees to be designated by the Fire Chief and three (3) employees designated by the Association. This committee shall be called the Health and Safety Committee. The committee shall meet quarterly or more often as needed in order to review accident records and other data bearing on the employee's health and safety. The committee shall make recommendations for the correction of any undesirable conditions, which may be found to exist.

City-Wide Committee: If the City reinstates a City-wide Safety Committee, one member designated by the Firefighter's Association shall serve on this committee.

6.10.2 *Management & Miscellaneous Positions*

The position of Fire Chief is deemed a management position and included in the Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Management and Mid-Management Employees for salaries and fringe benefits. The Fire Division Chief, Fire Battalion Chief - Operations, and Administrative Chief are deemed mid-management positions and are included in the San Rafael Fire Chief Officers' Association schedules for salaries and fringe benefits. The Fire Department clerical personnel are included in the S.E.I.U. 949 Supervisory and Miscellaneous Units Memorandum of Understanding, with the exception of the Administrative Assistant to the Fire Chief position, which is part of the Association of Confidential Employees.

6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Firefighter-Paramedic, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Health and Wellness Program as outlined below:

A. Health and Wellness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

B. Health and Wellness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength
- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, Billirubin, Alkaline Phosphate, Calcium, Phosphorus, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

3. Heavy Metal and Special Exposure Screening (hazmat members or under specific exposures)

Baseline testing for heavy metals and special exposures may be performed under special circumstances, such as hazardous materials exposures; recurrent exposures; other known exposures; or where under federal, state, or provincial regulations requires it, such as OSHA standards. The following screenings may be utilized: urine screen accesses exposure to arsenic, mercury and lead; blood screen for lead and zinc protoporphyrin assesses exposure to lead; testing and screening for specific exposure or other heavy metal screens may include aluminum, antimony, bismuth, cadmium, chromium, copper, nickel and zinc; and special blood testing may be ordered for organophosphates, RBC cholinesterase, or other toxic exposures such as blood screening for exposure to PCBs.

4. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

5. Physical Fitness

Unit employees will have up to 2 hours per day for physical fitness and personal and facility readiness, unless an emergency or call for service prevents a workout. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty after completing their workout. Captains shall schedule workout time for each Company. On occasion, Department management may adjust workout times when necessary to accommodate other Department business.

The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by the Health and Wellness committee and approved by the Chief.

C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

D. Annual Examination

1. The City shall provide a physical examination conducted by a health professional annually for all unit employees to include a stress EKG reviewed by a cardiologist. The health professional will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the assessment team and any follow-up recommendations from the cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.
2. Upon request, a physician shall provide each male employee a:
 - a. Digital prostate exam
 - b. Hernia examination
 - c. Skin examination
3. Upon request, a physician shall provide each female employee a:
 - a. Mammogram
 - b. Pap Smear
 - c. Breast examination
 - d. Skin examination

E. Examinations and Scheduling

The physical examination and all involved medical tests shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with any of the program's medical doctor's prescribed plans to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by the City. This understanding is not intended to waive any rights of the employee under State law.

G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

6.10.5 *Association Meetings with the Fire Chief*

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Association, shall strive to meet at least quarterly to discuss topics and issues of mutual concern. Meetings may be called by either party. The parties will attempt to schedule the meeting within fourteen (14) calendar days of the request for the meeting, unless otherwise mutually agreed. The parties will develop and share an agenda for the meeting at least twenty-four (24) hours prior to the date of the meeting.

6.10.6 *Shared Services*

The City and the Association agree to pursue opportunities to share services with other agencies, including the potential of the formation of a JPA for fire/rescue services. The City and

the Association understand that the Association will be involved in any shared services discussions with any other agency throughout that process.

6.10.7 *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

7.1.1 *Demotion*

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.
- B. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Personnel Department.

Demotion pursuant to subsection 7.1.1 A of this Memorandum of Understanding shall be deemed disciplinary action and as such shall be handled according to the provisions in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 *Resignation*

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

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

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.5, Reduction in Force, of this Memorandum of Understanding.

7.2.3 *Termination - Disciplinary Action*

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2.4 *Termination During Probation*

The rejection of an employee during his/her initial probationary period is covered in Article 6.6, Probationary Period, of this Memorandum of Understanding.

7.2.5 *Retirement*

Retirement from the 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.

7.3 DISCIPLINARY ACTION

7.3.1 Definition

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay.

7.3.2 Authority

The City shall have the right to discharge or discipline any 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 in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

7.3.3 Causes for Disciplinary Action

The City may discipline or discharge an employee for the following:

- A. Fraud in securing appointment.
- B. Negligence of duty.
- C. Violation of safety rules.
- D. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- E. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- F. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- G. Unauthorized soliciting on City property or time.
- H. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- I. Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- J. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- K. Disobedience to proper authority.
- L. Misuse of City property.
- M. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- N. Disorderly conduct, participation in fights, horseplay or brawls.
- O. Dishonesty or theft.
- P. 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.
- Q. Failure to perform to an acceptable level of work quality and quantity.
- R. Insubordination.
- S. Other acts inimical to the public service.
- T. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.4 Appeal of Disciplinary Action

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

7.3.5 Arbitration (Disciplinary Action)

The appellant may have the appeal heard by the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. The arbitrator shall hear either party's position; but shall rule on the merits of each party's case as presented during the hearing, and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by a side letter to the MOU.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3, Disciplinary Action, of this Memorandum of Understanding. Policy 1-VI-3 is specifically incorporated by reference.

7.4.2 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Fire Chief or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within fourteen (14) calendar days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

7.4.3 Referral to City Manager

Any employee or any Association official (hereinafter referred to as the "Grievant") shall notify the City Manager and Fire Chief in writing that a grievance exists. In such notification, the reporting Grievant shall state the particulars of the grievance and the remedy or resolution desired, if articulable.

No grievance may be processed under Section 7.4.4 below, which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved fourteen (14) calendar days after it has been submitted to the City Manager in writing may be referred to arbitration.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 Arbitration (Grievance)

If the grievance is not resolved, the Grievant may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator (the selection process shall include the review of the arbitrator's availability). The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.5 REDUCTION IN FORCE

7.5.1 Authority

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

7.5.2 Notice

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

7.5.3 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.

7.5.4 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 classifications 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 of 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.

7.5.5 *Bumping Rights*

An employee designated to be laid off may bump into a class at the same salary level, 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.

7.5.6 *Transfer Rights*

The Personnel 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 7.5.2, but no longer than the effective date of such layoff or reduction.

7.6 RE-EMPLOYMENT

7.6.1 *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.

7.6.2 *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.

7.6.3 *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 be removed from the re-employment list.

7.6.4 *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.

7.6.5 *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.

7.6.6 *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.

**SAN RAFAEL FIREFIGHTERS'
ASSOCIATION, I.A.F.F., LOCAL 1775**

CITY OF SAN RAFAEL

John Grey, Local 1775 Attorney

**Tim Davis, Lead Negotiator
Attorney, Burke Williams Sorensen**

Anthony Alviso, Fire Captain

**Stephanie Vollmer
Burke Williams Sorensen**

William Berkey, Firefighter-Paramedic

**Sylvia Gonzalez-Shelton
HR Operations Manager**

Daniel Rotwein, Firefighter-Paramedic

Thomas Wong, Analyst

Robert Winner, Fire Captain

Date

Jimmy Alvarez, Fire Engineer

Conan Kelly, Fire Captain

Graham Winkelman, Firefighter-Paramedic

Date

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective July 1, 2021

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 113,140	\$ 118,797	\$ 124,737	\$ 130,974	\$ 137,522
		Monthly	\$ 9,428	\$ 9,900	\$ 10,395	\$ 10,914	\$ 11,460
		Hourly	\$ 38.7465	\$ 40.6839	\$ 42.7180	\$ 44.8539	\$ 47.0966
1107	Fire Captain Specialist	Annually	\$ 118,801	\$ 124,741	\$ 130,978	\$ 137,527	\$ 144,403
		Monthly	\$ 9,900	\$ 10,395	\$ 10,915	\$ 11,461	\$ 12,034
		Hourly	\$ 40.6853	\$ 42.7195	\$ 44.8555	\$ 47.0983	\$ 49.4532
7106	Fire Engineer	Annually	\$ 102,474	\$ 107,598	\$ 112,978	\$ 118,627	\$ 124,558
		Monthly	\$ 8,540	\$ 8,967	\$ 9,415	\$ 9,886	\$ 10,380
		Hourly	\$ 35.0940	\$ 36.8487	\$ 38.6911	\$ 40.6257	\$ 42.6569
7109	Fire Mechanic (40 hr/week)	Annually	\$ 92,231	\$ 96,842	\$ 101,684	\$ 106,768	\$ 112,107
		Monthly	\$ 7,686	\$ 8,070	\$ 8,474	\$ 8,897	\$ 9,342
		Hourly	\$ 44.3416	\$ 46.5587	\$ 48.8866	\$ 51.3309	\$ 53.8975
7110	Firefighter (without PM license)	Annually	\$ 89,970	\$ 94,468	\$ 99,192	\$ 104,151	\$ 109,359
		Monthly	\$ 7,497	\$ 7,872	\$ 8,266	\$ 8,679	\$ 9,113
		Hourly	\$ 30.8115	\$ 32.3521	\$ 33.9697	\$ 35.6682	\$ 37.4516
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 100,906	\$ 105,404	\$ 110,127	\$ 115,087	\$ 120,295
		Monthly	\$ 8,409	\$ 8,784	\$ 9,177	\$ 9,591	\$ 10,025
		Hourly	\$ 34.5567	\$ 36.0973	\$ 37.7149	\$ 39.4134	\$ 41.1968

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective January 1, 2022

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 115,403	\$ 121,173	\$ 127,231	\$ 133,593	\$ 140,273
		Monthly	\$ 9,617	\$ 10,098	\$ 10,603	\$ 11,133	\$ 11,689
		Hourly	\$ 39.5215	\$ 41.4975	\$ 43.5724	\$ 45.7510	\$ 48.0386
1107	Fire Captain Specialist	Annually	\$ 121,177	\$ 127,236	\$ 133,598	\$ 140,278	\$ 147,291
		Monthly	\$ 10,098	\$ 10,603	\$ 11,133	\$ 11,690	\$ 12,274
		Hourly	\$ 41.4990	\$ 43.5739	\$ 45.7526	\$ 48.0403	\$ 50.4423
7106	Fire Engineer	Annually	\$ 104,012	\$ 109,212	\$ 114,673	\$ 120,406	\$ 126,427
		Monthly	\$ 8,668	\$ 9,101	\$ 9,556	\$ 10,034	\$ 10,536
		Hourly	\$ 35.6204	\$ 37.4014	\$ 39.2715	\$ 41.2350	\$ 43.2968
7109	Fire Mechanic (40 hr/week)	Annually	\$ 93,706	\$ 98,392	\$ 103,311	\$ 108,477	\$ 113,900
		Monthly	\$ 7,809	\$ 8,199	\$ 8,609	\$ 9,040	\$ 9,492
		Hourly	\$ 45.0511	\$ 47.3036	\$ 49.6688	\$ 52.1522	\$ 54.7598
7110	Firefighter (without PM license)	Annually	\$ 91,769	\$ 96,357	\$ 101,175	\$ 106,234	\$ 111,546
		Monthly	\$ 7,647	\$ 8,030	\$ 8,431	\$ 8,853	\$ 9,295
		Hourly	\$ 31.4278	\$ 32.9991	\$ 34.6491	\$ 36.3816	\$ 38.2006
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 102,924	\$ 107,512	\$ 112,330	\$ 117,389	\$ 122,700
		Monthly	\$ 8,577	\$ 8,959	\$ 9,361	\$ 9,782	\$ 10,225
		Hourly	\$ 35.2478	\$ 36.8192	\$ 38.4692	\$ 40.2016	\$ 42.0207

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective July 1, 2022

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 117,711	\$ 123,596	\$ 129,776	\$ 136,265	\$ 143,078
		Monthly	\$ 9,809	\$ 10,300	\$ 10,815	\$ 11,355	\$ 11,923
		Hourly	\$ 40.3119	\$ 42.3275	\$ 44.4439	\$ 46.6660	\$ 48.9993
1107	Fire Captain Specialist	Annually	\$ 123,601	\$ 129,781	\$ 136,270	\$ 143,083	\$ 150,237
		Monthly	\$ 10,300	\$ 10,815	\$ 11,356	\$ 11,924	\$ 12,520
		Hourly	\$ 42.3290	\$ 44.4454	\$ 46.6677	\$ 49.0011	\$ 51.4511
7106	Fire Engineer	Annually	\$ 106,092	\$ 111,396	\$ 116,966	\$ 122,814	\$ 128,955
		Monthly	\$ 8,841	\$ 9,283	\$ 9,747	\$ 10,235	\$ 10,746
		Hourly	\$ 36.3328	\$ 38.1494	\$ 40.0569	\$ 42.0597	\$ 44.1627
7109	Fire Mechanic (40 hr/week)	Annually	\$ 95,206	\$ 99,966	\$ 104,964	\$ 110,212	\$ 115,723
		Monthly	\$ 7,934	\$ 8,330	\$ 8,747	\$ 9,184	\$ 9,644
		Hourly	\$ 45.7719	\$ 48.0605	\$ 50.4635	\$ 52.9867	\$ 55.6360
7110	Firefighter (without PM license)	Annually	\$ 93,604	\$ 98,285	\$ 103,199	\$ 108,359	\$ 113,777
		Monthly	\$ 7,800	\$ 8,190	\$ 8,600	\$ 9,030	\$ 9,481
		Hourly	\$ 32.0563	\$ 33.6591	\$ 35.3421	\$ 37.1092	\$ 38.9646
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 104,982	\$ 109,662	\$ 114,577	\$ 119,736	\$ 125,154
		Monthly	\$ 8,749	\$ 9,139	\$ 9,548	\$ 9,978	\$ 10,430
		Hourly	\$ 35.9528	\$ 37.5556	\$ 39.2385	\$ 41.0056	\$ 42.8611

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective January 1, 2023

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 120,065	\$ 126,068	\$ 132,372	\$ 138,990	\$ 145,940
		Monthly	\$ 10,005	\$ 10,506	\$ 11,031	\$ 11,583	\$ 12,162
		Hourly	\$ 41.1181	\$ 43.1740	\$ 45.3327	\$ 47.5994	\$ 49.9793
1107	Fire Captain Specialist	Annually	\$ 126,073	\$ 132,376	\$ 138,995	\$ 145,945	\$ 153,242
		Monthly	\$ 10,506	\$ 11,031	\$ 11,583	\$ 12,162	\$ 12,770
		Hourly	\$ 43.1755	\$ 45.3343	\$ 47.6010	\$ 49.9811	\$ 52.4801
7106	Fire Engineer	Annually	\$ 107,683	\$ 113,067	\$ 118,721	\$ 124,657	\$ 130,889
		Monthly	\$ 8,974	\$ 9,422	\$ 9,893	\$ 10,388	\$ 10,907
		Hourly	\$ 36.8778	\$ 38.7217	\$ 40.6578	\$ 42.6906	\$ 44.8252
7109	Fire Mechanic (40 hr/week)	Annually	\$ 96,729	\$ 101,565	\$ 106,643	\$ 111,976	\$ 117,574
		Monthly	\$ 8,061	\$ 8,464	\$ 8,887	\$ 9,331	\$ 9,798
		Hourly	\$ 46.5042	\$ 48.8294	\$ 51.2709	\$ 53.8345	\$ 56.5262
7110	Firefighter (without PM license)	Annually	\$ 95,477	\$ 100,250	\$ 105,263	\$ 110,526	\$ 116,052
		Monthly	\$ 7,956	\$ 8,354	\$ 8,772	\$ 9,210	\$ 9,671
		Hourly	\$ 32.6974	\$ 34.3323	\$ 36.0489	\$ 37.8514	\$ 39.7439
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 107,082	\$ 111,856	\$ 116,868	\$ 122,131	\$ 127,658
		Monthly	\$ 8,923	\$ 9,321	\$ 9,739	\$ 10,178	\$ 10,638
		Hourly	\$ 36.6718	\$ 38.3067	\$ 40.0233	\$ 41.8258	\$ 43.7183

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective July 1, 2023

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 122,466	\$ 128,590	\$ 135,019	\$ 141,770	\$ 148,858
		Monthly	\$ 10,206	\$ 10,716	\$ 11,252	\$ 11,814	\$ 12,405
		Hourly	\$ 41.9405	\$ 44.0375	\$ 46.2394	\$ 48.5514	\$ 50.9789
1107	Fire Captain Specialist	Annually	\$ 128,594	\$ 135,024	\$ 141,775	\$ 148,864	\$ 156,307
		Monthly	\$ 10,716	\$ 11,252	\$ 11,815	\$ 12,405	\$ 13,026
		Hourly	\$ 44.0391	\$ 46.2410	\$ 48.5531	\$ 50.9807	\$ 53.5297
7106	Fire Engineer	Annually	\$ 109,837	\$ 115,329	\$ 121,095	\$ 127,150	\$ 133,507
		Monthly	\$ 9,153	\$ 9,611	\$ 10,091	\$ 10,596	\$ 11,126
		Hourly	\$ 37.6153	\$ 39.4961	\$ 41.4709	\$ 43.5445	\$ 45.7217
7109	Fire Mechanic (40 hr/week)	Annually	\$ 98,276	\$ 103,190	\$ 108,350	\$ 113,767	\$ 119,456
		Monthly	\$ 8,190	\$ 8,599	\$ 9,029	\$ 9,481	\$ 9,955
		Hourly	\$ 47.2483	\$ 49.6107	\$ 52.0912	\$ 54.6958	\$ 57.4306
7110	Firefighter (without PM license)	Annually	\$ 97,386	\$ 102,255	\$ 107,368	\$ 112,737	\$ 118,373
		Monthly	\$ 8,116	\$ 8,521	\$ 8,947	\$ 9,395	\$ 9,864
		Hourly	\$ 33.3514	\$ 35.0190	\$ 36.7699	\$ 38.6084	\$ 40.5388
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 109,223	\$ 114,093	\$ 119,205	\$ 124,574	\$ 130,211
		Monthly	\$ 9,102	\$ 9,508	\$ 9,934	\$ 10,381	\$ 10,851
		Hourly	\$ 37.4053	\$ 39.0728	\$ 40.8238	\$ 42.6623	\$ 44.5927

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective January 1, 2024

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 124,916	\$ 131,161	\$ 137,719	\$ 144,605	\$ 151,836
		Monthly	\$ 10,410	\$ 10,930	\$ 11,477	\$ 12,050	\$ 12,653
		Hourly	\$ 42.7793	\$ 44.9183	\$ 47.1642	\$ 49.5224	\$ 51.9985
1107	Fire Captain Specialist	Annually	\$ 131,166	\$ 137,724	\$ 144,610	\$ 151,841	\$ 159,433
		Monthly	\$ 10,930	\$ 11,477	\$ 12,051	\$ 12,653	\$ 13,286
		Hourly	\$ 44.9198	\$ 47.1658	\$ 49.5241	\$ 52.0003	\$ 54.6003
7106	Fire Engineer	Annually	\$ 111,484	\$ 117,059	\$ 122,911	\$ 129,057	\$ 135,510
		Monthly	\$ 9,290	\$ 9,755	\$ 10,243	\$ 10,755	\$ 11,292
		Hourly	\$ 38.1796	\$ 40.0885	\$ 42.0930	\$ 44.1976	\$ 46.4075
7109	Fire Mechanic (40 hr/week)	Annually	\$ 99,849	\$ 104,841	\$ 110,083	\$ 115,588	\$ 121,367
		Monthly	\$ 8,321	\$ 8,737	\$ 9,174	\$ 9,632	\$ 10,114
		Hourly	\$ 48.0043	\$ 50.4045	\$ 52.9247	\$ 55.5709	\$ 58.3495
7110	Firefighter (without PM license)	Annually	\$ 99,334	\$ 104,300	\$ 109,515	\$ 114,991	\$ 120,741
		Monthly	\$ 8,278	\$ 8,692	\$ 9,126	\$ 9,583	\$ 10,062
		Hourly	\$ 34.0184	\$ 35.7193	\$ 37.5053	\$ 39.3806	\$ 41.3496
7126	Firefighter-Paramedic (after probationary year, includes Paramedic Pay)	Annually	\$ 111,408	\$ 116,375	\$ 121,590	\$ 127,065	\$ 132,815
		Monthly	\$ 9,284	\$ 9,698	\$ 10,132	\$ 10,589	\$ 11,068
		Hourly	\$ 38.1534	\$ 39.8543	\$ 41.6403	\$ 43.5155	\$ 45.4846

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

**REPRESENTED BENCHMARKS
AND
INTERNAL RELATIONSHIPS**

Effective JULY 1, 2008

Benchmark Job Class: Firefighter*

Internal Relationship: Fire Captain Specialist = Fire Captain + 5% (base salary)**

*Firefighter is identified as the benchmark job class for compensation survey purposes. Under the current system any increase granted to the Firefighter would also be granted to other job classes.

**New Fire Captain Specialist internal relationship established July 1, 2008. The Fire Dispatcher internal relationship was terminated June 30, 2008.

The Fire Mechanic position shall be based on the City's ability to pay and the labor market comparison for mechanic positions that perform similar duties to those of the Fire Mechanic.

Note: This exhibit is used to display salary relationships; the MOU document itself must be reviewed to see specifics of compensation changes.

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the City of San Rafael (hereinafter "Employer") and the San Rafael Firefighters Association, Local 1775 (hereinafter "Association") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. **Policy:** The Employer and the Association, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty. Exception: Alcohol may be stored at the workplace for use at social events which may or may not be held at City facilities. Employees on duty shall not consume alcohol under any circumstances.

Section 2. **Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be

required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting the Fire Chief or The Association. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. **Employee Testing:** Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or

An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

An arrest or conviction of a drug related offense; or

Involvement in a physical altercation while on duty.

Section 4. **Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall

be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Association and the Employer.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Association and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Association or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker of the San Rafael Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. **Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an

immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted

from legally prescribed medication.

Section 8. **Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. **Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. **Rehabilitation Program:** Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to

disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. **Duty assignment after treatment.** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. **Right of Appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13. **Association held Harmless:** The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. **Changes in Testing Procedures:** The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. **Conflict with Other Laws.** This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED: _____

Dated: _____

By: _____

APPROVED: _____

Dated: _____

By: _____

CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the San Rafael Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the San Rafael Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the San Rafael Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the San Rafael Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an

appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the San Rafael Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

CITY OF SAN RAFAEL POLICIES AND PROCEDURES



Subject:	Firefighters Outside Employment
Resolution No.	N/A
Issue Date:	July 9, 2008
Revision Date:	N/A
Prepared By:	Leslie Loomis, HR Director
Approved By:	Ken Nordhoff, City Manager

FIREFIGHTERS OUTSIDE EMPLOYMENT POLICY

PURPOSE:

In order to avoid actual or perceived conflicts of interest for employees engaging in outside employment, all employees shall complete an annual outside employment notification form and submit it to the Fire Chief between January 1-15 of each calendar year. Outside employment shall be administered in accordance with the provisions of this policy.

RESPONSIBILITY:

All City Departments, Divisions, and City Officials. Any substantial violation of the provisions contained herein respecting outside employment or use of City property or resources shall constitute sufficient grounds for disciplinary action, up to and including termination.

REFERENCES:

Government Code 1126

DEFINITIONS:

- A. **Outside Employment:** Any employee who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with the City for services, product(s) or benefits rendered. For purposes of this section, the definition of "Outside Employment" includes those employees who are self employed and not affiliated with the City for services, product(s) or benefits rendered.
- B. **Outside Overtime:** Any employee who performs duties or services on behalf of an outside organization, company or individual for the City of San Rafael. Such outside overtime shall be requested and scheduled directly through the employee's department so that the City may be reimbursed for the cost of wages and benefits (see section on Procedure, item H for more details).
- C. **Employee:** For the purposes of interpretation of this policy, "employee" shall mean any person holding full time or part time employment in a position in the classified service except when referred to by job title.

POLICY:

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as a City officer or employee, or would tend to impair their independence of judgment or action in the performance of their official duties, functions or responsibilities.

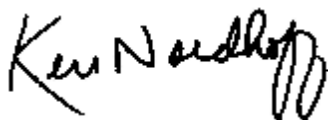
PROCEDURE:

- A. City employees who find it necessary or desirable to engage in employment, including self-employment, in addition to their City duties shall present, in writing, to the Fire Chief, notification of outside employment (see Attachment A). The form shall provide the following information about the employees job:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
 2. Position to be held and anticipated start date.
 3. Overview of job duties.
 4. Extent of commitment – approximate hours per week.
- B. Those City Employees represented by the San Rafael Firefighters Association who find it necessary or desirable to engage in outside employment, including self-employment, within the City of San Rafael, with duties that are related to the San Rafael Fire Department, in addition to their City duties shall present, in writing, to the Fire Chief, a request for authorization to engage in outside employment (see Attachment B). Examples would include Fire Extinguisher and/or Systems sales, design, installation and/or maintenance and inspection, vegetation management, EMS provider. The form shall provide the following information about the job the employee desires to engage in:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
 2. Address of work site.
 3. Position to be held and anticipated start date.
 4. Anticipated end date (if applicable).
 5. Detailed description of duties to be performed.
 6. Days/hours of work to be performed.
 7. Average number of hours of work per month.
- C. **Employees shall not engage in activities that (Government Code Section 1126):**
1. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment.
 2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of their City employment or as a part of their duties as a City employee.

3. Involves the performance of an act in other than their capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed.
 4. Involves time demands that would render performance of the employee's duties for the City less efficient.
 5. Involves employment which reasonably may be considered a potential conflict under the joint employment provisions of the Fair Labor Standards Act, Section 522.
- D. The employee engaged in outside employment shall advise the Fire Chief if the nature, character, and/or the extent of the outside employment has changed or if the outside employment is terminated. Outside employment will be reviewed at the time of the employee's annual evaluation. Any promotion or reassignment will automatically require a review. The employee shall not use outside employment to justify any failure of his/her employment performance or failure to respond promptly to the needs of the department when summoned.
- E. Employees are prohibited from using any City equipment or resources in the course of or for the benefit of any outside employment. This shall include the prohibition of access to official records or data bases of the City or other agencies through the use of the employee's position with the City.
- F. No employee shall allow any unauthorized person to rent, borrow or use any City equipment or resources in the course of or for the benefit of any outside employment.
- G. Outside Employment While on Disability:**
Employees who are placed on disability leave or modified/light duty by the City of San Rafael shall adhere to the City's light duty policy and to State and federal laws.

ATTACHMENTS:

- Notification of Outside Employment
- Request for Authorization to Engage in Outside Employment

APPROVED BY:**9-23-2008**

Ken Nordhoff, City Manager

Date

APR 01 2008

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

LOS ANGELES | FRESNO | SAN FRANCISCO

Exhibit E

153 TOWNSEND STREET, SUITE 520
SAN FRANCISCO, CALIFORNIA 94107
T: (415) 512-3000 F: (415) 856-0306

GCHAN@LCWLEGAL.COM
(415) 512-3014

March 26, 2008

ATTORNEY-CLIENT PRIVILEGED

VIA FIRST CLASS U.S. MAIL

Leslie Loomis
Human Resources Manager
City of San Rafael
P.O. Box 151560
San Rafael, CA 94915

Re: *Firefighters' Memorandum of Understanding & Firefighters Bill of Rights*
Client-Matter: SA026-001

Dear Ms. Loomis:

This is in follow-up to your e-mail exchange of March 12, 2008 with Cynthia O'Neill. You requested that we review the Memorandum of Understanding between the City of San Rafael and San Rafael Firefighters' Association, I.A.F.F., Local 1775 (hereinafter "MOU") and to provide proposed changes to the language contained in the MOU in order to comply with the Firefighters Procedural Bill of Rights (hereinafter "FBOR"). Pursuant to your request, we have reviewed the MOU to determine what language should be revised in light of the FBOR and we are available to discuss the proposed changes with you at your convenience.

The FBOR mainly governs two areas: 1) permissible interrogation and investigation processes; and 2) administrative appeals of "denials of promotion on grounds other than merit" or "punitive action", which is defined in the FBOR as "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."¹ This has been interpreted to mean that an employee is entitled to an administrative appeal of any action that results in loss of pay,² except in the case of a transfer. An employee is not entitled to an administrative appeal of a transfer unless it is considered punitive, meaning it is imposed for disciplinary purposes.³ As such, all provisions of the MOU that touch upon disciplinary action, investigation of allegations of misconduct, interrogation procedures, grievance procedures, transfers for purposes of punishment, and appeals of disciplinary actions may be affected by the FBOR. We have reproduced those affected provisions below and have underlined our suggested revisions.

¹ Cal. Gov. Code § 3251(c)

² *White v. County of Sacramento* (1982) 31 Cal.3d 676, 682-684

³ *Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 844-846

Please note that since it is generally in the City's best interest to keep the MOU as short as possible, there are portions of the MOU which are affected by the FBOR, but have been left unchanged. We have also reproduced those MOU provisions in this letter for your reference. You will note that we have included comments and recommendations with regard to these unchanged portions to ensure the City is aware of how to comply with the FBOR's provisions.

CHAPTER 1.0 GENERAL PROVISIONS

1.4. Management Rights

12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights, and this Memorandum of Understanding.

Comments: This acknowledges the requirement that all firefighters be afforded the rights and protections delineated in the FBOR⁴.

14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.

Comments: We do not recommend any changes to this provision. However, please be advised that a demotion or a transfer that results in loss of pay may entitle the firefighter to the opportunity for an administrative appeal under the FBOR.

CHAPTER 2.0 COMPENSATION

2.2.3. EMT I

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their basic monthly salary. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT I, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT I certification as a condition of employment.

Comments: We do not recommend any changes to this provision. However, please be advised that the loss of an employee's 2.5% incentive pay may entitle the firefighter to the

⁴ *Id.* § 3260

opportunity for an administrative appeal under the FBOR.

CHAPTER 3.0 PROBATIONARY PERIOD

3.9 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

Comments: The administrative appeal provisions of the FBOR only apply to firefighters who have successfully completed the probationary period. It states that "punitive action or denial of promotion on grounds other than merit shall not be undertaken by any employing department or licensing or certifying agency against any firefighter who has successfully completed the probationary period without providing the firefighter with an opportunity for administrative appeal⁵." Although there is no case law to help interpret this provision of the FBOR, it does seem clear that there is no right to an administrative appeal after rejection from the initial probation that one serves with an employer, or even a promotional probation if merit-based reasons are the reason for rejection from probation. Until there is case law that interprets this provision, a cautious approach would be to provide an opportunity for an administrative appeal to any employee who has been dismissed from promotional probation "for reasons other than merit" and not returned to his or her original position.

CHAPTER 5.0 HEALTH AND WELFARE

5.7 Sick Leave

5.7.2 Sick Leave Usage

An employee eligible for sick leave with pay will be granted such leave with approval of the department head for the following purposes...

Except that in a. and b. above an employee may not use sick leave for a work related injury and/or illness once said employee has been determined

⁵ *Id.* § 3254(b)

permanent and stationary. The Association acknowledges the Fire Chief's right to investigate sick leave abuse.

Comments: Although we do not recommend any changes in the language of this provision, we would like to bring to your attention that any and all investigation and/or interrogation of an employee is subject to the rights and provisions contained in the FBOR. As a result, those who investigate sick leave usage must be briefed on proper interrogation and investigation procedures to ensure compliance with the FBOR.

CHAPTER 7.0 TERMS & CONDITIONS OF EMPLOYMENT

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.

Comments: We do not recommend any changes in the language of this provision. We would, however, like to bring to your attention that any demotion, including the one described above, would likely be subject to the FBOR, and most significantly, its appeals processes which are discussed at length below.

7.8.3. Termination – Disciplinary Reasons

An employee may be terminated for disciplinary reasons, as provided in Chapter Eight (8) Disciplinary Action of the Memorandum of Understanding.

Comments: We do not recommend any changes in the language of this provision. However, please note that termination, as it results in a loss of pay, would be considered "punitive action." This stands even if the termination was not carried out for disciplinary reasons. As such, the FBOR would likely be applicable and the terminated employee must be afforded the opportunity for an administrative appeal.

CHAPTER 8.0 DISCIPLINARY ACTION

8.1 Authority

The City shall have the right to discharge or discipline any 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 in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

Comments: We do not recommend any changes in the language of this provision. However, please note that the FBOR provides that, subject to several exceptions⁶, punitive action

⁶ *Id.* § 3254(d)

or denial of promotion on grounds other than merit may be imposed for misconduct only if the investigation of the alleged misconduct is completed within one year of discovery by the "Fire Department." It is critically important to act on misconduct as soon as *any* member of the fire department becomes aware of it; the one year time clock is arguably triggered when any member of the Department learns of the misconduct. In addition, if it is determined that disciplinary action will be taken, the offending firefighter must also be served with Notice of the proposed discipline within that same one year as well. Please note that this one year statute of limitations applies only to alleged misconduct that occurred after January 1, 2008⁷. We recommend that all management be aware of this one year statute of limitations and its exceptions, so that the City does not lose the opportunity to discipline because of the time taken to investigate.

Another notice requirement contained in the FBOR is that the offending employee must be notified of the imposition of discipline within the following time constraints. The Notice of Discipline must occur no later than 30 days after the decision to discipline, but not less than 48 hours prior to the effective date of the discipline. Since the earliest that the decision to discipline occurs is at the *Skelly* conference, it is a good idea to issue the Notice of Discipline no later than 30 days after the *Skelly* conference. The 48-hour notice provision serves to delay the effective date of a discipline by at least two days.

8.4 Appeals

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

Comments: One of the key protections of the FBOR is that all firefighters must be afforded the right to an administrative appeal of any punitive action.⁸ This language clearly states that the MOU is in conformance with the APA and does afford the right to an administrative appeal.⁹

8.5 City Manager and Arbitration

The appellant may have the appeal heard by the City Manager or may request arbitration.

⁷ *Id.*

⁸ *Id.* § 3254(b)

⁹ *Id.* § 3254.5

8.5.1 Proceeding Heard by City Manager

If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

8.5.2 Arbitration

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the city.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator.¹⁰ The arbitrator shall not have the power to amend or modify either party's position;¹¹ but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by a side letter to the MOU.

Comments: Please note that the Administrative Procedure Act (hereinafter "APA") allows for alternative dispute resolution, namely binding arbitration, as well as non-binding arbitration and mediation. By affording the covered employees with the option to enter into binding arbitration, and following the APA procedures regarding binding arbitration, the requirement that an employee may make an administrative appeal under the APA is satisfied. However, should binding arbitration be negotiated out of the MOU, an alternative hearing method as prescribed by the APA must be included. Please do not hesitate to contact us should this be the case so we can discuss alternative administrative appeal procedures.

In addition, all arbitration procedures must be in conformance with the APA¹² and the

¹⁰ 1 Cal. Code Regs. § 1240

¹¹ We do not understand how an arbitrator could ever modify a party's "position."

¹² Cal. Gov. Code §§ 11420.10-11420.30

California Code of Regulations.¹³ Please note that the current arbitration procedures, as amended in this letter, are consistent with both the APA and the California Code of Regulations.

CHAPTER 9.0 GRIEVANCE PROCEDURE

9.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Chapter 8.0. Policy 1-VI-3 is specifically incorporated by reference.¹⁴

Comments: So as to avoid any confusion in determining when the appeals processes contained in the APA and FBOR must be followed, this clarifies that all appeals of punitive action must be undertaken in accordance with Chapter 8.0 of this MOU, and that all other grievances will be resolved in accordance with Chapter 9.0.

This concludes our comments and suggested revisions of the MOU as it pertains to the FBOR. Thank you for your attention to the above. Should you have any questions or would like to discuss this further, please do not hesitate to contact us.

Sincerely,

LIEBERT CASSIDY WHITMORE



Grace Y. Chan

CJO/GYC/ab

¹³ 1 Cal. Code Regs. §§ 1200-1258

¹⁴ We have not reviewed Policy 1-VI-3 so we do not know its relevance to FBOR issues.

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CITY OF



San Rafael

 Mayor
 Albert J. Bora

 Council Members:
 Paul M. Cohen
 Barbara Heller
 Gary C. Phillips
 David J. Zappacchi

September 25, 1995

Mr. James Lydon, President
 San Rafael Firefighters' Association
 P.O. Box 2518
 San Rafael, CA 94912

Subject: Personnel Rules Letter of Agreement

Dear Jim,

The City Council met with its labor negotiators in closed session on Monday, 9-18-95 to discuss the unresolved issue associated with the experience qualifications for the Fire Chief officer classifications, which the City and the Association have been discussing as a part of finalizing the meet and confer process on the revised Personnel Rules and Regulations. The final proposal from the City, on this issue, as well as a summary of the second, agreed "rules" issue, is as follows:

1. Experience qualifications of Fire Chief Officer classifications, excluding Fire Chief:
 - A. 3 yrs. line captain experience for promotion/appointment to any current or future chief officer class that has emergency incident commander responsibilities. 2 yrs of line captain experience for acting assignment to such a position.
 - B. No impact on the status of incumbent chief officer employees in their current positions.
 - C. Chief officer classifications, minus Fire Chief, include: Fire Division Chief, Fire Marshal, and Fire Training Officer. (Note: Fire Marshal and Fire Training Officer presently hold the rank of Battalion Chief.)
 - D. The incumbent Fire Marshal remains eligible to serve as an acting incident commander, in accordance with the 11-93 arbitrated special agreement. The training program, once completed, detailed in this special agreement serves to qualify the incumbent, as to the experience necessary, to compete for promotion to other chief officer opportunities.
2. Section 1.5 of Personnel Rules: Collective Bargaining Agreements.

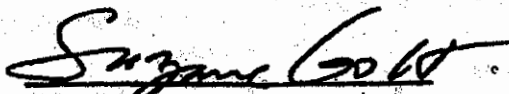
As per our tentative agreement dated 3-21-95, section 1.5 of the revised Personnel Rules will be changed to read:

Mr. James Lydon, President
San Rafael Firefighters' Assn.
September 25, 1995
Page 2

These rules are not intended to supersede any provisions of an existing collective bargaining agreement. What this means is that if any section of these Rules and Regulations is covered by a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail and the parallel provisions in the Rules and Regulations shall not apply to the affected Unit.

In addition to the above two items, we agreed that the experience section of each of the current chief officer job descriptions included in the Fire Department's Career Development Guide will be updated to reflect the qualifications conditions noted in # 1 of this letter.

This letter constitutes the agreement of the parties, as evidenced by their signatures below. It is intended that this letter shall be appended to the current Memorandum of Understanding (MOU) and shall be appended to future MOU's, unless modified by the meet and confer process set forth in Resolution No. 4027.



Suzanna Golt
Assistant City Manager



James Lydon
President, San Rafael Firefighters'
Association

cc Mayor and City Council
Pamela J. Nicolai
Robert Marcucci
Daryl Chandler
Dick Whitmore
John Grey

**SIDE LETTER AGREEMENT
BETWEEN CITY OF SAN RAFAEL AND
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775
REGARDING ACTING CAPTAIN REQUIREMENTS**

Representatives of the City of San Rafael (City) and IAFF Local 1775 (Union) have met and conferred and reached agreement on this Side Letter of Agreement. The following provisions represent the mutual understanding and consent of both parties:

Section 3.4.2 – Engineer Out of Class Compensation

The incumbent Fire Engineers listed below are not required to meet the minimum qualifications of the Captain classification in order to perform in Acting Captain status:


Rick Brown
Matt Locatelli
Cameron Mrsny
Rich Nettleman

Arthur Phillips
Jason Schmitt
Dan Sutherlin

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION,
I.A.F.F., LOCAL 1775**

CITY OF SAN RAFAEL

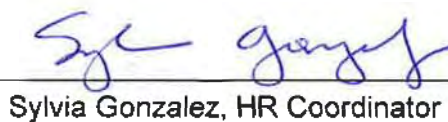

Andrew Rogerson, Fire Captain

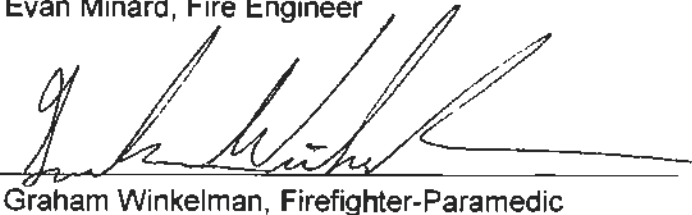

Jack Hughes, Lead Negotiator
Attorney, Liebert Cassidy Whitmore

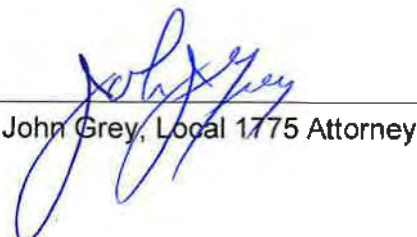

Kyle Hamilton, Fire Captain


Deirdre Dolan, Human Resources Director


Evan Minard, Fire Engineer


Sylvia Gonzalez, HR Coordinator


Graham Winkelman, Firefighter-Paramedic


John Grey, Local 1775 Attorney



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval:  _____

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH AFSCME / LOCAL 1 & FURLOUGH REIMBURSEMENT SIDE LETTER

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR AFSCME / LOCAL 1 (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and AFSCME / Local 1 pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

BACKGROUND:

AFSCME / Local 1 represents 8 full-time equivalent (FTE) positions in departments across the City. The most recent Memorandum of Understanding (“MOU”) for AFSCME / Local 1 expired on June 30, 2020 and was extended by side letter through June 30, 2021. Over the past several months, representatives of the City and AFSCME / Local 1 have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and AFSCME / Local 1 reached a tentative agreement on June 24, 2021, for a three-year successor MOU and AFSCME / Local 1 membership subsequently ratified the tentative agreement.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the agreement between the City and AFSCME / Local 1. In addition to the economic items, some operational items were also addressed in the final agreement, all of which can be found in the attached draft successor MOU.

- 1. Term of the Agreement:** July 1, 2021 through June 30, 2024

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

2. **Salary Increase:** Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each position in the bargaining unit. The salary schedule included in the attached draft successor MOU authorizes the proposed new salary for each position.
 - a. Year 1: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2021
 - b. Year 2: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2022
 - c. Year 3: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2023
3. **Prior year contract extension – restoration of 3% base wage:** For FY 20-21, all bargaining groups (except WCE, Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20-21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to “restore” the 3% base wage increase to those groups. The 3% base wage will apply to all Local 1 positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.
4. **One-Time Payment:** Employees represented by the bargaining group will receive a one-time, non-pensionable payment in the amount of \$2,250 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPRA employees’ pensions and is subject to normal payroll taxation.
5. **Eliminate Revenue Sharing:** The revenue sharing provision to be eliminated provides a formula upon which a percentage of excess general tax revenues must be shared with members where specific criteria are met to increase the salary of AFSCME / Local 1 job classes.
6. **Bilingual Pay:** In line with the City’s goal to improve recruitment and retention efforts and promote a diverse workforce, bilingual pay is increased from \$150 per month to \$200 per month.
7. **New Positions:** During successor MOU negotiations, the City proposed a reorganization of the Finance Department and Human Resources Department. Certain AFSCME / Local 1 classifications were proposed to be deleted and added through the reorganization. The Parties satisfied their obligations to meet and confer over the impacts of the City’s planned reorganization in good faith and in accordance with the Meyers-Millias-Brown Act (“MMBA”) and agreed to the reorganization implementation steps via a side letter agreement. The new position classification/job descriptions and salary ranges are included in the attachments to the proposed MOU.
8. **Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
 - Retiree Health Insurance (Section 4.2.2): Incorporate side letter language regarding Retiree Health Savings (RHS). For the annual July 1 conversion of sick leave to fund an employee’s retiree health care trust, the remaining sick leave balance requirement is 125 hours.
 - Sick Leave (Section 5.1.3): Update familial relationships under definition of “immediate family” to be more in line with definition under California Paid Family Leave.

Furlough Repayment Side-Letter

In addition to the attached draft successor MOU, a draft template side letter is attached that outlines the terms mutually agreed upon by the City and Local 1 regarding the repayment of the furlough which was implemented in fiscal year 20-21. In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. In anticipation of dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Year-end review of the FY 20/21 budget shows that the City’s projected revenue losses anticipated due to the pandemic fortunately did not materialize as expected and the City is projecting a financial surplus for fiscal year 20-21. As a result, the City is in a financial position at this time to issue repayments to employees who were furloughed over the last year. The circumstances that make it possible for the City to reimburse employees for the furlough are extremely unique in nature and this one-time reimbursement for FY 20-21 is non-precedential. The City will issue a one-time re-payment equal to the actual furlough reduction amount taken by each employee in the bargaining group for FY 20/21. The City already made MCERA pension contributions on each employee’s regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will not make any additional contributions to Classic or PEPRAs employees’ pensions and the repayment amount is subject to normal payroll taxation. The individual furlough repayment amounts range from approximately \$2,000 - \$2,700, depending upon the individual position.

At the July 19, 2021 City Council meeting when staff presents the successor MOU for approval to the City Council, staff will also present a resolution and a final side letter with Local 1 seeking City Council authority to approve the total amount of the furlough reimbursement.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 8 employees of AFSCME / Local 1 is \$1,212,476. The additional ongoing incremental cost of the successor MOU beyond the FY 21/22 budget is:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>
Wages:			
Base Salary	\$44,284	\$21,162	\$21,821
Other costs:			
Pension*	\$21,165	\$10,427	\$10,752
Taxes (Medicare, W/C)	<u>\$ 2,579</u>	<u>\$ 1,244</u>	<u>\$ 1,283</u>
Total Incremental Cost:	\$68,028	\$32,833	\$33,855

***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.*

While the incremental cost is \$68,028 for fiscal year 2021-2022, \$32,833 for fiscal year 2022-2023, and \$33,855 for fiscal year 2023-24, the increases are compounding and therefore the projected wages and other costs total \$303,605 plus \$18,000 in one-time payment, totaling \$321,605 for the three-year term. The incremental cost for fiscal year 21-22 includes the prior year (fiscal year 20-21) contract extension restoration of a 3% base wage increase. The increase in compensation included in this resolution is in line with the City’s current budget projections and is within the current salary growth assumptions used

by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and AFSCME / Local 1 and a resolution seeking approval of the Furlough Reimbursement Side Letter.
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and AFSCME / Local 1 pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

ATTACHMENTS:

1. Draft MOU (with track changes) between City of San Rafael and AFSCME / Local 1 for July 1, 2021 to June 30, 2024 (and all attachments).
2. Draft Template Furlough Reimbursement Side Letter

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

~~Public Employees Union Local 1~~ AFSCME / Local 1

JULY 1, 20118 - JUNE 30, 20240

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MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

PUBLIC EMPLOYEES UNION ~~LOCAL 4~~AFSCME / LOCAL 1

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, 20~~21~~¹⁸ through June 30, 202~~40~~.

As used in this Memorandum of Understanding, the words "days" or "working days" shall be deemed to mean those days of the week that the City Hall of the City of San Rafael is open for business, unless there is a specific reference to calendar days.

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 the Public Employees Union ~~Local 4~~AFSCME / Local 1 (herein-after called "~~Local 4~~AFSCME / Local 1") 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, 20~~21~~¹⁸ through June 30, 202~~40~~.

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes ~~Local 4~~AFSCME / Local 1 as bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Bargaining Unit.

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 ~~Local 4~~AFSCME / Local 1 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, marital status, medical condition or 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 ~~Local 1~~AFSCME / Local 1 representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 *Bargaining Unit Discrimination*

No member, official, or representative of ~~Local 1~~AFSCME / Local 1 shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Bargaining Unit.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and ~~Local 1~~AFSCME / Local 1 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 ~~Local 1~~AFSCME / Local 1 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 Bargaining Unit 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 set 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 BARGAINING UNIT RIGHTS

2.1.1 Bargaining Unit Stewards Designation

The Bargaining Unit shall, by written notice to the City Manager, designate certain of its members as ~~Local 1~~AFSCME / Local 1 Representatives. ~~Local 1~~AFSCME / Local 1 Representatives shall be permitted reasonable time for Bargaining Unit activities including grievance representation. In all cases, the Representatives shall secure permission from the Representative's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

~~Local 1~~AFSCME / Local 1 Representatives, for salary discussions, shall be in accordance with Meyers-Milias-Brown ~~(MMB)~~ Act (MMBA).

2.1.2 Bulletin Boards

Authorized representatives of the Bargaining Unit shall be allowed to post ~~Local 1~~AFSCME / Local 1 notices on specified bulletin boards maintained on City premises.

2.1.3 Union Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Union, as soon as possible the City will inform the employee that they are represented by the Union, inform the employee 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 two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Union. In addition, the City will also provide reasonable advance written notice to the Union of all employee orientations conducted by the City for its members, to include the date, time, and location of the orientation. Written notice shall be via email.

The Union will be afforded the opportunity to have the Business Agent and/or a bargaining unit member (City employee) as representatives to meet with the new employee(s). The Union's new employee orientation will be conducted during regular working hours on paid City time and at a mutually agreeable time approved by department management. At no time shall the Union's new employee orientation result in any overtime or additional costs to the City. The Union will

provide the City advance notice of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

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 and personal email address 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.

2.2 DUES DEDUCTION

2.2.1 *Collection of Dues*

City agrees, upon receipt of a written request by the Bargaining Unit, ~~and upon written consent of the employees involved,~~ to deduct dues and voluntary Bargaining Unit deductions selected by members, as established by ~~Local 1 AFSCME / Local 1~~, from the salaries of its members. The Bargaining Unit shall notify the City in writing as to the amount of such dues uniformly required of all members of ~~Local 1 AFSCME / Local 1~~. The sums so withheld shall be remitted by City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Bargaining Unit bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over ~~Local 1 AFSCME / Local 1~~ dues.

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 Bargaining 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 representation by the Bargaining Unit. The term separation includes transfer out of the Bargaining Unit, layoff, and leave without pay absences with duration of more than five (5) working days.

~~2.2.3 *Agency Shop*~~

~~The parties hereto recognize that within the Agency shop provisions of this agreement, Bargaining Unit employees may opt to join Local 1 or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the Bargaining Unit will discriminate against any employee because of the exercise of their statutory rights. Local 1 agrees to its obligation to represent all the employees in the Bargaining Unit fairly and equally, without regard to their membership in the Bargaining Unit.~~

~~Therefore, any employee of the City, who is a member of Local 1, or who subsequently joins, and all employees in the Bargaining Unit hired, as a condition of continued employment, are required to either belong to Local 1 or to pay to Local 1 an amount equal to a fair share percentage of that which would be paid by an employee who decides to become a member of the Bargaining Unit at the time of employment.~~

~~2.2.42.3~~ *Indemnification*

Moneys withheld by the City shall be transmitted to the Treasurer (as identified in writing by ~~Local 1~~AFSCME / Local 1) at the address specified. The Bargaining Unit 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 Bargaining Unit 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 ~~Local 1~~AFSCME / Local 1 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 (MMBA), case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Bargaining Unit regarding the impact of its decision/exercise of rights.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 *Pay Dates*

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

3.1.2 *General Wage Increase*

Prior year contract extension – restoration of 3% base wage: For FY 20-21, all bargaining groups (except WCE, AFSCME / Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20/21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, AFSCME / Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to “restore” the 3% base wage increase to those groups. The 3% base wage increase will apply to all AFSCME / Local 1 positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2021; or, on the first pay period after Council’s approval – whichever occurs later in time.:

Administrative Assistant to Police Chief, Administrative Assistant to the City Manager and Senior Administrative Assistant:

- 1.6% general salary increase plus 1.9% equity adjustment (3.50% total) in Year(s) 1, 2 and 3

Legal Assistant I/II

- 1.6% general salary increase plus 1.4% equity adjustment (3.00% total) in Year(s) 1, 2 and 3

Payroll Technician

- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Year(s) 1, 2 and 3

HR Representative I/II

- 1.6% general salary increase plus 2.4% equity adjustment (4.00% total) in Year 1
- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Years 2 and 3

Management Analyst and Associate Management Analyst:

- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Year 1

- 1.6% general salary increase plus .4% equity adjustment (2.00% total) in Years 2 and 3

Principal Accountant and Senior Accountant:

- 1.6% general salary increase plus 2.4% equity adjustment (4.00% total) in Year(s) 1, 2, and 3

Administrative Assistant I and Administrative Assistant II (Confidential)

- 1.6% general salary increase plus 1.9% equity adjustment (3.50% total) in Year 1
- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Years 2 and 3

~~Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2.0%.~~

~~Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2.0%.~~

~~Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit A.~~

3.1.3 *One-Time Payment*

Effective the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later, each employee in the bargaining unit will receive a one-time payment of \$2,250 in exchange for the elimination of the Revenue Sharing provision from the MOU. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

~~The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:~~

~~Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$4,000 to revise section 4.2.1 to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% and reduce the "employee only" Flex Dollar Allowance.~~

~~The \$4,000 payment will be split as follows: \$2,000 will be paid with the first pay period in July 2018 or upon approval by the City Council, whichever is latest, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.~~

~~NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.~~

3.1.4 *Definitions*

Total Compensation shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, confidential 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.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

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.

All initial employments shall be at the first step of the salary range. The City Manager or his/her designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in his/her opinion, it is necessary in order 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.

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 City Manager may make an appointment to a position at an appropriate higher salary when, in his/her 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.

3.2.2 *Consideration for Step Increases*

An employee may be considered for an annual salary step increase in accordance with their anniversary date and the parameters of the salary schedule, as referenced in Exhibit A. Unless otherwise noted, salary schedule 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 duties.

3.2.3 *Merit Increases*

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range, either in a one-time lump sum payment or as a percent increase per paycheck for the designated period of time. Merit pay awards may be granted in recognition of meritorious performance on complex special project(s) of significant value to the organization and beyond the scope of regular duties in response to extraordinary conditions. 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.

3.2.4 *Anniversary Date*

Effective 1-1-89, the anniversary date for employees promoted on or after this date shall remain unchanged. 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.

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*

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

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

3.3.1 *To a Lower Classification*

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

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

3.3.2 *To a Different Classification with the Same Salary Range*

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which he/she 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 schedule.

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 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. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends

beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater.

3.5 ADDITIONAL PAY

3.5.1 Confidential Pay

Effective 2009, the Confidential Pay incentive for all members is included in the base salary.

3.5.2 Educational Pay

Education Pay is included in the base salary.

3.5.3 Bilingual Pay

Within the job classifications represented by the Bargaining Unit, 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 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 include:

- 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 \$~~1520~~0.00 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 and as such would not be subject to any appeal/grievance procedure.

3.5.4 Uniform Allowance

Any ~~Local 1~~AFSCME / Local 1 member required to purchase a uniform to meet departmental regulations shall be reimbursed for such cost.

~~3.6 REVENUE SHARING~~

~~3.6.1 Conditions for Revenue Sharing~~

~~Employees in the bargaining unit positions defined in this MOU shall receive Revenue Sharing Increases, effective January 1 of each year of the contract, in addition to the Contract Compensation Increase (if any), if the following conditions are met:~~

- ~~a. If the CPI increase, as defined in section 3.1.3, is greater than the Contract Compensation Increase, and~~
- ~~b. If General Tax Revenues have resulted in revenues being available for distribution, based upon the formulas defined in Section 3.6.2, and,~~
- ~~c. The “net change in General Fund Balance”, as defined in Section 3.6.2, as presented in the previous fiscal year’s annual audited financial statements, is positive and,~~

~~The City’s General Fund Emergency and Cash Flow reserve at the end of the previous fiscal year contains at least 10% of the General Fund budgeted expenditures for that same year. If all of the above four conditions are met, then a Revenue Sharing salary increase shall be paid prospectively, in accordance with the schedule below, to bring the combination of the Contract Compensation Increase and the Revenue Sharing Increase up to the level of CPI. However, in no event shall the Combined Contract Compensation Increase and Revenue Sharing Increase result in a total compensation increase that exceeds 5% for the fiscal year under review.~~

~~3.6.2 — Revenue Definitions & Revenue Sharing Calculations~~

~~**Net Change in General Fund Balance** is determined in the course of the City’s annual financial audit and presented as “net change in fund balance” in the City’s published financial statements.~~

~~**General Tax Revenues** shall be defined to include the following taxes: Sales Tax, Property Tax (Secured, Unsecured and Unitary), Motor Vehicle License Fees, Property Transfer Tax, Hotel Occupancy Tax, Business License Tax and Franchise Fees. No other revenue sources of the City will be included in this definition.—~~

~~If General Tax Revenues of the City for the fiscal year previous to this contract year (i.e., FY 2012-13) exceed General Tax Revenues of the City for the prior fiscal year (i.e., FY 2011-12) —, then the members of the bargaining unit shall be entitled to apply two percent (2%) of one-half (1/2) of the excess of fiscal year General Tax Revenues over prior fiscal year General Tax Revenues adjusted for 75% of the total compensation increases provided to members for the contract year, in accordance with the schedule below, for a Revenue Sharing Total Compensation adjustment.~~

~~3.6.3 — Schedule~~

- ~~a. **September 7th – General Tax Revenues.** The City shall make known to the Bargaining Unit if General Tax Revenues of the most recently ended fiscal year have grown from the prior fiscal year on September 7th of each year of this contract. If no growth in General Tax Revenues has taken place, there shall be no Revenue Sharing for that fiscal year of the contract.~~
- ~~b. **November 15th – Net Change in General Fund Balance and the Funding Level of the City’s General Fund Emergency and Cash Flow Reserve.** By November 15th of each year, the City shall make known to the Bargaining Unit whether there is a positive change in the General Fund Balance when the most recently ended fiscal year is compared to the previous one. At the same time, the City shall make known to the Bargaining Unit whether the funding level of the City’s General Fund Emergency and Cash Flow reserve is at or above 10% of budgeted expenditures. If these two conditions are not met, then no Revenue Sharing shall take place for that contract year.~~
- ~~c. **November 30th - CPI.** If the conditions for revenue sharing have been met for the contract year, the City shall identify the change in CPI for the year in October and make the figure known to the Bargaining Unit by November 30th.~~

~~d. **January 1st – Base Monthly Pay Increases.** The January 1st pay period shall be the start date (for paycheck date of January 31st) for Revenue Sharing Salary increases.~~

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, SEIU - Childcare, Police, Police Mid-Management, Fire, Fire Chief Officers Association, Western Council of Engineers, ~~Local 1~~AFSCME / Local 1, 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 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.

The monthly flex dollar allowance effective the paycheck of December 15, 20~~2018~~ shall be:

For employee only:	\$ 779.86 <u>803.50</u>
For employee and one dependent:	\$1,559.721 <u>606.99</u>
For employee and two or more dependents:	\$1,749.00 <u>1771.10</u>

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

Conditional Opt-Out Arrangement: 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 Coverage Plan.

- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

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

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

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.

4.2.2 *Retirees Health Insurance*

Employees represented by ~~Local 4~~AFSCME / Local 1 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 payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) 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 payment, which includes the PEMHCA minimum contribution, shall not exceed \$659 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 parttime and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's parttime 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.~~23~~.b, 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 (hired on or after January 1, 2010) 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 ~~12575~~ hours of sick leave time after the conversions.

4.2.3 *Pro Rata Benefit Rules*

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 *Health and Dependent Care Spending Accounts*

City will offer as part of its Section 125 Plan, for as long as such a plan is desired by ~~Local 4AFSCME / Local 1~~ and available pursuant to the IRS Code, Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Account: Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

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

4.2.5 *Health Insurance Providers*

The City shall have the option, after meeting and consulting with representatives of ~~Local 4AFSCME / Local 1~~, 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 will be available to part time, permanent employees working at least 20 hours per week (FTE level of position). 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 PLAN

The City will contract for and pay for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 *Member Contribution*

~~Local 4AFSCME / Local 1~~ members shall pay the full share of the employee's contribution to the Marin County Retirement System.

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

The 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.

4.5.2 *Retirement Plans*

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all eligible ~~Local 4AFSCME / Local 1~~ 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.

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

4.5.3 *Member Cost of Living Rates*

~~Local 4AFSCME / Local 1~~ 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. ~~Local 4AFSCME / Local 1~~ member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.5.4 *Pension Committee*

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI) AND PAID FAMILY LEAVE (PFL)

Employees will have the full premium cost for SDI or PFL 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 and eligibility for SDI or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.1.4, the City will contribute one percent (1%) of pensionable compensation toward a City-provided deferred compensation plan.

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

4.8 GYM REIMBURSEMENT

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

4.9 BENEFIT REOPENER

The City may reopen negotiations during the term of this Agreement to meet and confer on a replacement health, dental and life insurance/AD&D plan provider.

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 at the beginning of his/her daily duties. The City has the right to request medical verification from an employee who is absent from his/her duties for three (3) or more consecutive work days.

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, sibling, parent, parent-in-law, grandchild, grandparent and any unmarried child, including adopted child, a stepchild, or recognized natural child who lives with the employee in a regular parent-child relationship), or 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 shall be charged to sick leave.

4. Personal illness of an employee's parent that requires the employee to attend to their care.

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 (see Section 5.1.6).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of all 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 accrued 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.

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	Hours Per Month
1	75.000 hours	6.2500
2	75.000 hours	6.2500
3	75.000 hours	6.2500
4	112.500 hours	9.3750
5	117.867 hours	9.8222
6	123.234 hours	10.2695

7	128.601 hours	10.7167
8	133.968 hours	11.1640
9	139.335 hours	11.6110
10	144.702 hours	12.0580
11	150.000 hours	12.5000
12	157.500 hours	13.1250
13	165.000 hours	13.7500
14	172.500 hours	14.3750
15	180.000 hours	15.0000
16 plus	187.500 hours	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

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 his/her 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. In the event that one or more City holidays falls within an annual vacation leave, the vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.

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.

5.2.4 Vacation Cash-In

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months may request 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.

5.3 HOLIDAYS

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

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

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	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

In addition to designated holidays, employees in this Bargaining Unit receive two (2) floating holidays. Floating holidays not used are added to employee's vacation balance.

5.4 OTHER LEAVE

5.4.1 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, ~~parent-in-law, brother, sistersibling, in-laws,~~ grandparent, grandchild 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 ~~three (3) days within the State and up to~~ five (5) days ~~out-of-state~~ may be granted for bereavement leave.

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.

5.4.2 *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.

5.4.3 *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.

5.4.4 *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.

5.4.5 *Industrial Injury Leave*

For benefits under Workers Compensation, an employee should report any on the job injury to his/her 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 at <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:

Workers 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.

5.4.6 Family Medical Leave

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the employee's Department Director for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if appropriate and requested. Sick leave usage is to be consistent with sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked continuously for the City of San Rafael for at least 12 months and have worked a minimum of 1250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet at <https://intranet.cityofsanrafael.org>.

5.4.7 Catastrophic Leave

Catastrophic Leave shall be in accordance with the City-wide Catastrophic Leave Policy located on the City's Intranet at <https://intranet.cityofsanrafael.org>.

5.4.8 Administrative Leave

Employees filling positions designated as exempt from overtime shall receive five (5) days of Administrative Leave each calendar year subject to the approval of the Department Director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to

the next, nor shall unused Administrative Leave Balances be paid to an exempt confidential employee upon his/her resignation.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. 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.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one half (37.5) hours in the regular work week. 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 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 125 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 PROBATIONARY PERIOD

6.4.1 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.

6.4.2 Length of Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year.

6.4.3 Rejection During Probation

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

6.4.4 *Notification of Rejection*

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

6.4.5 *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.

6.4.6 *Regular Status*

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

6.4.7 *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 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.

6.4.8 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her 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.

6.4.9 *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 6.4.8.

6.5 TRANSFERS / REASSIGNMENTS

6.5.1 *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.

6.5.2 Minimum Qualifications & Probation

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

6.5.3 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.

6.6 PERSONNEL RULES & REGULATIONS

~~Local 1~~ **AFSCME / Local 1** agrees to accept the City's Personnel Rules and Regulations.

6.6.1 Confidential Nature of Personnel Records

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

6.6.2 Confidential Nature of Medical Records

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

6.6.3 Outside Employment Policy

~~Local 1~~ **AFSCME / Local 1** members should refer to the City wide Policy on outside employment, located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.6.4 Use of City Vehicle

At the discretion of the Department Director, a ~~Local 1~~AFSCME / Local 1 employee may be assigned a City vehicle for job related duties during regular working hours. Only in emergency conditions will an employee be allowed to take a City vehicle home and only with prior approval of the Department Director.

6.6.5 *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.

6.7 MISCELLANEOUS

6.7.1 *Hazardous Materials*

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 Deputy Fire Marshal is the Hazardous Materials Coordinator for the City of San Rafael.

It is understood and agreed by both parties that employees represented by ~~Local 1~~AFSCME / Local 1 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.

6.7.2 *Gratuities / Solicitation of Contributions*

Gratuities and solicitation of gratuities shall be governed by the City's Personnel Rules and Regulations.

6.7.3 *Return of City Equipment*

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned.

6.7.4 *Political Activity*

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

6.7.5 *Employment of Relatives*

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

6.7.6 *Labor / Management Meetings*

During the term of the Agreement, the City and the Bargaining Unit agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) ~~Local 1~~AFSCME / Local 1 representatives and three (3) representatives from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.7.7 *Contract Orientation Work Sessions*

The City and the Bargaining Unit agree that the individuals having responsibility for the enforcement of the Agreement, ~~Local 1~~ AFSCME / Local 1 Representatives 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.

6.7.8 *Harassment Policy*

Employees shall adhere to the City's Policy against Harassment, located on the City's Intranet (<https://intranet.cityofsanrafael.org>).

6.7.9 *Work Place Conduct*

Employees, managers and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. Disputes over the interpretation or application of this section will not be subject to the arbitration process of this agreement.

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 his/her required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he/she does 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. The 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 his/her immediate supervisor, at least fourteen (14) days before leaving the 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 the 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.

The City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

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 services 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 *Rejection During Probation*

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 *Notification of Weingarten Rights*

The City will inform all members of their rights to Union representation (Weingarten Rights) prior to any meetings in which disciplinary action may be a result.

7.3.2 *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. 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, demotion, reduction in salary, and suspension resulting in loss of pay.

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.

7.3.3 *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. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived his right to proceed with the steps for appeal in the Grievance Procedure.

7.3.4 *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/she may request a confidential settlement conference with the City Manager. Participation in the confidential settlement conference shall be voluntary. For pre-termination disciplinary action, the decision of the City Manager shall be final and binding.

For disciplinary discharges only, if the matter is still unresolved after the confidential settlement conference, the employee shall notify the City within ten (10) days that the discharge is appealed to Step 4 (Arbitration) of the Grievance Procedure. The discharge appeal shall then proceed in accordance with the Grievance Procedure.

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. 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 day 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 Local 1 AFSCME / Local 1 on the behalf of a group of employees or Local 1 AFSCME / Local 1 on its own behalf on matters involving the City and Local 1 AFSCME / Local 1 relationship.

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) working 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) working 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 working (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) working 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) working 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) working days, thereafter, respond to the allegations in writing.

Step 4

If the grievance remains unresolved after Step 3, the Bargaining Unit may give written notice to the City's Human Resources Department within ten (10) working days after receipt of the response in Step 3; notify the City that [Local 1 AFSCME / Local 1](#) 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 he/she may call, recall and examine witnesses, as she/she deems proper.

The burden of proof shall be upon [Local 1 AFSCME / Local 1](#) 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, [Local 1 AFSCME / Local 1](#) and any employee(s) involved in the grievance or disciplinary discharge.

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 matters, whether the City allegations are accurate and the appropriateness of the disciplinary discharge.

The fees and expenses of the arbitrator shall be shared equally by ~~Local 4~~AFSCME / Local 1 and the City. All other expenses shall be borne by the party incurring them. The cost of the services for the 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.

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 ~~Local 4~~AFSCME / Local 1 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 ~~Local 4~~AFSCME / Local 1, be moved to the next step of the procedure. If ~~Local 4~~AFSCME / Local 1 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, ~~Local 4~~AFSCME / Local 1 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

The process by which an individual position may be audited to review the appropriateness of its classification is provided in this Article.

7.5.1 Purpose

This administrative procedure shall establish consistent guidelines for the creation and/or review of a position's job classification.

7.5.2 Policy

The City of San Rafael seeks to maintain a classification system and process whereby all positions are accurately classified on the basis of current and ongoing job responsibilities officially assigned to said position(s).

7.5.3 Creation of New Position

The Appointing Authority or their designee may during the budget process request the creation of a new job classification by:

1. Completion of prescribed personnel form(s) and a position description questionnaire form.

2. Completed forms shall be submitted to the City's Human Resources Department.
3. Human Resources Department staff shall within 60 calendar days of receipt of the forms complete a formal audit of the proposed job class and prepare a written report.
4. The written report shall be submitted to the City Manager and the City Council for final approval.
5. Creation of a new job classification shall be effective with the start of the new fiscal year.

7.5.4 *Reclassification*

The Appointing Authority or their designee or an incumbent of a position or ~~Local 1 AFSCME /~~ Local 1 on behalf of an employee may request, in writing, a classification review. This classification review may be requested if the position has not been reviewed within the previous twelve (12) months and either permanent and substantial changes have been made in the duties and responsibilities assigned to the position or there is evidence that the majority (50% or more) of the work being performed is not appropriate for the position's current classification.

1. All requests for reclassification must be submitted to the Human Resources Department on prescribed personnel form(s) by the appointing authority. Reclassification requests must be accompanied by a current job description approved by the position's immediate supervisor and appointing authority.
2. Employee initiated reclassification requests must first be directed to the employee's Appointing Authority. The appointing authority shall forward the employee's request to the Human Resources Director within ten (10) days of receipt.
3. The Human Resources Director shall ensure the review (audit) of the employee's position is completed within sixty (60) calendar days of receipt of the request in the Human Resources Department.
4. Based upon the analysis and evaluation of a position, the Human Resources Department reviewer may recommend that the position be sustained in its current class or be reclassified (up or down) to the proper classification based upon the assigned work. The City Manager or their designee shall review all reclassification recommendations made by the Human Resources Department.
5. Within ten (10) days of receipt of the written audit decision the affected employee(s) may, in writing, submit a request for review of this decision to the City Manager. This request for review must show substantial error and/or omission on the part of the auditor. The City Manager may render a decision on the appeal on the basis of the written material or may interview the involved parties to discuss the specific error or omission prior to rendering a decision.
6. The City Manager shall have final decision-making authority on all reclassifications.
7. Reclassifications shall be effective the first of the month following final approval of the action. Any changes of pay as a result of the reallocation shall be in accordance with the City's Personnel Rules and Regulations in effect at the time.

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and ~~Local 1 AFSCME /~~ Local 1 recognize the unpredictable shifts in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and ~~Local 1 AFSCME /~~ Local 1 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 Bargaining Unit 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 Section 7.6.2, item 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 can not 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 ~~Local 4~~AFSCME / Local 1.

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 next 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 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 ~~Local 1~~AFSCME / Local 1 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 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, 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 7.7.3, 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 Bargaining Unit to review and receive feedback on the procedure to be used to inform and process the lay-offs. The information gained in this meeting from the Bargaining Unit by the City will be advisory and non-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 or similar 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 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.

AFSCME / Local 1:

CITY OF SAN RAFAEL:

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AFSCME / Local 1**

**Tim Davis, Lead Negotiator
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Thomas Wong, Analyst

**Anita Rose, Administrative Assistant to
the Police Chief, AFSCME / Local 1**

Date

Date

AFSCME / LOCAL 1 - CONFIDENTIAL
SALARY SCHEDULE
Effective July 1, 2021

Grade	Position	A	B	C	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$4,655	\$4,888	\$5,133	\$5,389	\$5,659
7123	ADMIN ASST II (CONFIDENTIAL)	\$5,133	\$5,390	\$5,659	\$5,942	\$6,239
7215	ADMIN ASSISTANT TO THE CM	\$5,955	\$6,253	\$6,565	\$6,893	\$7,238
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$5,264	\$5,527	\$5,804	\$6,094	\$6,399
2106	ASSOCIATE MANAGEMENT ANALYST	\$5,797	\$6,087	\$6,391	\$6,711	\$7,046
TBD	HUMAN RESOURCES ANALYST I*	\$6,505	\$6,830	\$7,171	\$7,530	\$7,906
TBD	HUMAN RESOURCES ANALYST II*	\$7,154	\$7,512	\$7,888	\$8,282	\$8,696
TBD	HUMAN RESOURCES ASSISTANT*	\$5,455	\$5,728	\$6,015	\$6,315	\$6,631
2109	HUMAN RESOURCES REPRESENTATIVE I	\$5,846	\$6,138	\$6,445	\$6,768	\$7,106
2110	HUMAN RESOURCES REPRESENTATIVE II	\$6,440	\$6,762	\$7,100	\$7,455	\$7,828
7242	LEGAL ASSISTANT I	\$5,926	\$6,222	\$6,533	\$6,860	\$7,203
9205	LEGAL ASSISTANT II	\$6,530	\$6,856	\$7,199	\$7,559	\$7,937
7204	MANAGEMENT ANALYST	\$6,377	\$6,696	\$7,031	\$7,382	\$7,751
TBD	PAYROLL ADMINISTRATOR*	\$6,320	\$6,636	\$6,968	\$7,316	\$7,682
7203	PAYROLL TECHNICIAN	\$5,989	\$6,289	\$6,603	\$6,933	\$7,280
7316	PRINCIPAL ACCOUNTANT	\$7,920	\$8,316	\$8,732	\$9,168	\$9,627
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$5,527	\$5,803	\$6,093	\$6,398	\$6,718
2130	SENIOR ACCOUNTANT	\$7,056	\$7,409	\$7,780	\$8,169	\$8,577

*New classification approved with 2021-2024 MOU

AFSCME / LOCAL 1 - CONFIDENTIAL
SALARY SCHEDULE
Effective July 1, 2022

Grade	Position	A	B	C	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$4,772	\$5,010	\$5,261	\$5,524	\$5,800
7123	ADMIN ASST II (CONFIDENTIAL)	\$5,261	\$5,524	\$5,801	\$6,091	\$6,395
7215	ADMIN ASSISTANT TO THE CM	\$6,163	\$6,471	\$6,795	\$7,135	\$7,491
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$5,448	\$5,721	\$6,007	\$6,307	\$6,623
2106	ASSOCIATE MANAGEMENT ANALYST	\$5,913	\$6,209	\$6,519	\$6,845	\$7,187
TBD	HUMAN RESOURCES ANALYST I	\$6,700	\$7,035	\$7,386	\$7,756	\$8,143
TBD	HUMAN RESOURCES ANALYST II	\$7,369	\$7,738	\$8,124	\$8,531	\$8,957
TBD	HUMAN RESOURCES ASSISTANT	\$5,619	\$5,900	\$6,195	\$6,505	\$6,830
2109	HUMAN RESOURCES REPRESENTATIVE I	\$5,992	\$6,292	\$6,606	\$6,937	\$7,284
2110	HUMAN RESOURCES REPRESENTATIVE II	\$6,601	\$6,931	\$7,278	\$7,641	\$8,023
7242	LEGAL ASSISTANT I	\$6,104	\$6,409	\$6,729	\$7,066	\$7,419
9205	LEGAL ASSISTANT II	\$6,726	\$7,062	\$7,415	\$7,786	\$8,175
7204	MANAGEMENT ANALYST	\$6,505	\$6,830	\$7,171	\$7,530	\$7,906
TBD	PAYROLL ADMINISTRATOR*	\$6,509	\$6,835	\$7,177	\$7,535	\$7,912
7203	PAYROLL TECHNICIAN	\$6,139	\$6,446	\$6,768	\$7,107	\$7,462
7316	PRINCIPAL ACCOUNTANT	\$8,237	\$8,649	\$9,081	\$9,535	\$10,012
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$5,720	\$6,006	\$6,306	\$6,622	\$6,953
2130	SENIOR ACCOUNTANT	\$7,339	\$7,706	\$8,091	\$8,495	\$8,920

AFSCME / LOCAL 1 - CONFIDENTIAL
SALARY SCHEDULE
Effective July 1, 2023

Grade	Position	A	B	C	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$4,891	\$5,136	\$5,393	\$5,662	\$5,945
7123	ADMIN ASST II (CONFIDENTIAL)	\$5,393	\$5,662	\$5,946	\$6,243	\$6,555
7215	ADMIN ASSISTANT TO THE CM	\$6,379	\$6,698	\$7,033	\$7,384	\$7,754
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$5,639	\$5,921	\$6,217	\$6,528	\$6,854
2106	ASSOCIATE MANAGEMENT ANALYST	\$6,031	\$6,333	\$6,649	\$6,982	\$7,331
TBD	HUMAN RESOURCES ANALYST I	\$6,901	\$7,246	\$7,608	\$7,988	\$8,388
TBD	HUMAN RESOURCES ANALYST II	\$7,590	\$7,970	\$8,368	\$8,787	\$9,226
TBD	HUMAN RESOURCES ASSISTANT	\$5,788	\$6,077	\$6,381	\$6,700	\$7,035
2109	HUMAN RESOURCES REPRESENTATIVE I	\$6,142	\$6,449	\$6,772	\$7,110	\$7,466
2110	HUMAN RESOURCES REPRESENTATIVE II	\$6,766	\$7,104	\$7,459	\$7,832	\$8,224
7242	LEGAL ASSISTANT I	\$6,287	\$6,601	\$6,931	\$7,278	\$7,642
9205	LEGAL ASSISTANT II	\$6,928	\$7,274	\$7,638	\$8,020	\$8,421
7204	MANAGEMENT ANALYST	\$6,635	\$6,966	\$7,315	\$7,681	\$8,065
TBD	PAYROLL ADMINISTRATOR*	\$6,705	\$7,040	\$7,392	\$7,761	\$8,150
7203	PAYROLL TECHNICIAN	\$6,293	\$6,607	\$6,938	\$7,284	\$7,649
7316	PRINCIPAL ACCOUNTANT	\$8,566	\$8,995	\$9,444	\$9,917	\$10,412
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$5,920	\$6,216	\$6,527	\$6,853	\$7,196
2130	SENIOR ACCOUNTANT	\$7,632	\$8,014	\$8,414	\$8,835	\$9,277

**Draft “Template” Side Letter
Between
AFSCME / Local 1 (Local 1)
and
The City of San Rafael**

[Insert Date]

In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. Additionally, and in accordance with Governor Gavin Newsom’s Executive Order(s), which severely curtailed and/or outright closed commercial establishments, the City temporarily closed its offices for an undetermined amount of time and established remote work options for its non-public safety workforce in order to continue serving the needs of the community. The City utilizes the services of HDL to provide sales tax forecasts and tax revenue projections. HDL advised the City in the Spring of 2020, that it should be prepared for unprecedented financial losses, in an amount upwards of \$12M over the next 18 months. In anticipation of these dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Two significant things changed during fiscal year 20-21:

1. In the fall of 2020, the Measure R passed, which is expected to increase the City’s annual sales tax revenues by approximately \$4M, which the City will begin receiving at the end of FY 20-21, and
2. In the first quarter of 2021, HDL’s sales tax revenue forecasts significantly changed for the better and the revenue losses initially expected due to the pandemic, luckily did not materialize.

Based on the two above changes in financial condition, the City is projecting a financial surplus for fiscal year 20-21, therefore the City is willing to issue repayments to employees who were furloughed over the last year. The City is pleased that it is in the financial position to do so.

The circumstances that make it possible for the City to reimburse employees for the furlough at this time are extremely unique in nature. The City retains the management right under MOU section 7.6 in the future to implement a furlough if needed. The City does not commit to any future reimbursement of the furlough monies and considers this one-time offer to reimburse the FY 20-21 as non-precedential. Thus, the City now grants to each employee in the bargaining group a one-time re-payment equal to the amount they would have received had the furlough not occurred. In exchange for receiving these funds, employees will not be entitled to 3 days of float under MOU section 7.6.2 subsection 4.

The furlough repayment amount for each employee will be calculated based on their individual actual furlough reduction amounts that were deducted from each employee’s paycheck during FY 20-21. The furlough repayment amounts range from approximately \$2,000 - \$2,700, depending upon the individual position. The City already made MCERA pension contributions on each employee’s regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will

not make any additional contributions to Classic or PEPRA employees' pensions and it is subject to normal payroll taxation. The actual total dollar amount to be reimbursed to the members of this bargaining unit is [insert total amount].

FOR AFSCME/LOCAL 1:

FOR THE CITY OF SAN RAFAEL:

Lisa A. Davis, Chief Negotiator
Senior Business Agent

Tim Davis, Burke Williams Sorensen

Laraine Gittens, Negotiator – Local 1

Sylvia Gonzalez-Shelton, HR Operations Mgr

Rhonda Castellucci, Negotiator – Local 1

Anita Rose, Negotiator – Local 1

City of San Rafael
Job Class Specification

HUMAN RESOURCES ANALYST I

HUMAN RESOURCES ANALYST II

DEFINITION

Under the direction of the Human Resources Director or other higher level HR staff, the Human Resources Analyst I/II performs professional human resources administrative and analytical assignments in a variety of program areas, including: recruitment and selection, classification and compensation, benefit administration, employee development and training, leaves, workers' compensation, policy and procedure development; delivers human resources services to internal and external customers; and provides staff support in the administration and implementation of City Human Resources programs and policies, as assigned.

Incumbents may be assigned to either a specific or a generalist assignment with responsibility for dealing with a wide array of analytical staff assignments. Incumbents are expected to be capable of performing a variety of Human Resources related management analysis techniques and procedures.

DISTINGUISHING CHARACTERISTICS

Human Resources Analyst I - This is the entry level class in the Human Resources Analyst series. Positions in this class typically have little or no directly related work experience and work under general supervision while learning job tasks. The Human Resources Analyst I class is distinguished from the II level by the performance of less than the full range of duties assigned to the II level. Incumbents work under general supervision while learning job tasks, progressing to direction as procedures and processes of assigned area of responsibility are learned.

Human Resources Analyst II - This is the full journey level class in the Human Resources Analyst series and is distinguished from the I level by the ability to perform the full range of duties assigned with only occasional instruction or assistance as unusual or unique situations arise. Positions in this class are flexibly staffed and are normally filled by advancement from the I level.

SUPERVISION RECEIVED AND EXERCISED

Human Resources Analyst I: Receives general supervision from the Human Resources Director or higher-level HR staff. Exercises no supervision.

Human Resources Analyst II: Receives direction from the Human Resources Director or higher-level HR staff. Exercises direct supervision of technical and administrative staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

- Analyze, interpret, research and compile information for the revision and maintenance of the City's classification plan and allocation of positions; monitor and maintain allocation schedules and salary schedules.

- Provide advice, interpretation and counsel to managers, supervisors and employees on Human Resources policies and procedures and assure compliance with governing Council policies, legislation, and Memoranda of Understanding (MOUs)
- Supervise the design and implementation of recruitment activities to obtain qualified candidates, including the creation of recruitment timelines, advertisement sources and selection process including application review, supplemental questionnaire development, and test administration; receive, research and respond to candidate appeals.
- Supervise the processing and maintenance of a comprehensive benefit plan including health, dental and life insurance, long term disability, flexible spending, and other benefits including protective leave; administer the City's open enrollment process.
- Advise employees on matters related to employment, promotion, retirement, benefits, and classification and compensation.
- Oversee payroll input and leave activities, ensuring appropriate usage of leave hours in accordance with MOU's and Personnel Rules and Regulations.
- Prepare a variety of administrative and technical reports and correspondence including correspondence to Department Directors.
- Provide technical support in the maintenance, implementation and use of the City's HRIS system and performance evaluation system; analyze and develop forms and procedures associated with computer applications; oversee the department's intranet and internet pages.
- Participate in and lead special projects; participate in the selection of consultants and vendors; review and approve the work of consultants and vendors.
- Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
- Assist with the development and maintenance of City policies and procedures; represent the department to outside professional organizations; participate on cross functional teams.
- Complete internal and external compensation and benefit studies.
- Recommend and participate in the implementation and improvement of policies and procedures.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Perform related work as required.

MINIMUM QUALIFICATIONS

Human Resources Analyst I:

Knowledge of:

- General principles and practices of human resources administration and organization management.
- Practices, methods and procedures utilized in recruitment and selection.
- Pertinent federal, state, and local laws, codes and regulations.
- Elementary statistics.
- Modern office equipment and procedures including use of a variety of software applications.
- English usage, spelling, grammar and punctuation.

Ability to:

- Learn to perform a wide variety of human resources activities, ensuring compliance with City policies and procedures, local, state and federal laws and regulations.
- On a continuous basis, know and understand all aspects of the job. Intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Collect, compile, analyze and summarize written and statistical information and data.
- Prepare clear and concise technical and administrative reports.
- Analyze situations carefully and adopt effective courses of action.
- Use a personal computer and a variety of software applications.
- Plan and organize workload.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

Experience and Training

Experience: No professional experience is required.

AND

Education: A Bachelor's degree from an accredited college or university in human resources, business administration, public administration, social sciences or a related field.

License or Certificate: Possession of a valid California driver's license by date of appointment.

Human Resources Analyst II: In addition to requirements for the Human Resources Analyst I:

Knowledge of:

- Principles and practices of recruitment, selection, classification, salary and benefit administration, EEO and employee relations within a public agency.
- Advanced methods of statistical research and presentation.
- Principles and practices of project management.
- Principles and practices of supervision, training and performance evaluations.

Ability to:

- Independently perform professional analytical work in support of human resources programs.
- Identify, research and respond to questions from other City departments, outside agencies and the public.
- Prepare and present technical reports.
- Interpret and explain human resources programs and policies.
- Collect, compile and analyze data and develop logical conclusions and sound recommendations.
- Respond appropriately to difficult and sensitive matters.
- Supervise, train and evaluate assigned staff.

Experience and Education

Experience: Two years of responsible experience performing duties similar to that of a Human Resources Analyst I with the City of San Rafael and lead or supervisory experience.

AND

Education: A Bachelor's degree from an accredited college or university in human resources, business administration, public administration, social sciences or a related field.

License or Certificate: Possession of a valid California driver's license by date of appointment

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide using whole numbers.

REASONING ABILITY: Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus. On a continuous basis, sit at desk for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of San Rafael
Job Class Specification**

Job Title: Human Resources Assistant

DEFINITION:

Under the direction of the Human Resources Director or other higher level HR staff, the Human Resources Assistant performs a variety of administrative and clerical duties in support of the Human Resources Department in areas such as data entry, Human Resources Information Systems (HRIS), benefits, recruitment and selection, and file management. This position interacts frequently with employees and the public and exercises tact and discretion when dealing with issues of a confidential or sensitive nature.

EXAMPLES OF DUTIES:

- Provide customer service and respond to general inquiries regarding Human Resources operations from citizens, employees, and job applicants in person, on the telephone, and via e-mail.
- Process employment transactions including Personnel Action Forms, enter data into the human resources database, and prepare documents for the bi-monthly payroll.
- Establish, update, and maintain departmental records, files, and databases, while preserving confidentiality.
- Maintain personnel files, contract and vendor files, and assist with records management and retention.
- Type, proofread, and process a variety of documents including general correspondence, forms, memos, charts, and specialized documents, draft notes, or brief instructions.
- Compile information and data for financial reports; check and tabulate data; prepare simple financial reports; and maintain a variety of financial records.
- Assist with the coordination of recruitments, including posting recruitment flyers, uploading job announcements on-line, entering applicant data into applicant tracking database, responding to questions about recruitment and testing processes, sending notices to candidates, scheduling written exams and oral board interviews, preparing oral board and other testing materials, and scheduling testing appointments.
- Maintain the Human Resources general voicemail, inboxes, and Outlook calendars.
- Update Employee website and general HR webpage.
- Open, sort, screen, and distribute Human Resources mail.
- Send standard correspondence to employees, including citywide memorandums and notices.
- Coordinate training for City staff, including scheduling training, preparing and distributing announcements, tracking attendance, and setting up training site with materials and refreshments when needed.
- Process benefit enrollments and changes in City's financial system and benefit vendor websites.
- Maintain departmental operating supplies and process purchase orders.
- Manage and reconcile invoices and ensure timely payments for services and goods related to the Human Resources Department.
- Process reimbursements for training.
- Maintain compliance posters in all areas posted within the City.

- Respond to requests for verification of employment.
- Assist with the coordination of Human Resources events.
- Perform other duties as assigned.

SUPERVISION RECEIVED

Receives supervision from the Human Resources Director or other higher level HR staff. Exercises no supervision.

TYPICAL QUALIFICATIONS

Knowledge of:

- Basic knowledge of office practices and procedures related to recruitment and selection, file management, and benefits administration.
- Modern office procedures, methods, and equipment including computers and applicable computer applications.
- Basic functions and structure of municipal government.
- Principles and practices of effective customer service.
- Methods and techniques of proper phone etiquette.
- English vocabulary, including spelling, grammar, and punctuation.
- Basic business arithmetic.
- Business letter writing formats.

Ability to:

- Perform a variety of clerical duties and activities of a general and specialized nature in support of the Human Resources Department.
- Maintain accurate, confidential, and complete employee records; implement and maintain standard filing systems.
- Prepare basic reports.
- Operate office equipment, including computers, word processing programs, spreadsheets, Human Resources Information Systems (HRIS), applicant tracking software (ATS), and other database applications.
- Type and enter data at a speed necessary for successful job performance.
- Make simple mathematical calculations accurately.
- Deal successfully with the public, in person and over the telephone.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work effectively, with frequent interruptions and a high degree of public contact.
- Maintain professionalism, courtesy, and composure at all times, including stressful situations.
- Communicate effectively, both orally and in writing.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

- Two Years of general office experience involving extensive customer service.

Education:

- Equivalent to the completion of the twelfth grade.
- Completion of some college level coursework or certification is desired.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide using whole numbers.

REASONING ABILITY: Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus. On a continuous basis, sit at desk for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of San Rafael
Job Class Specification**

Job Title: Payroll Administrator

SUMMARY:

Under general supervision, performs a variety of complex and specialized payroll and accounting duties related to the processing of the City's payroll and the maintenance of the payroll system; reviews and reconciles a variety of payroll reports including payroll taxes, benefits reports, quarterly taxes, and MCERA retirement contributions; ensures all local, state, and federal rules and regulations are followed; assists with the coordination, preparation, and analysis of the City-wide payroll budget; trains staff on payroll processes, procedures, and reports; assists with a variety of special projects; evaluates payroll processes and procedures and makes recommendations for improvement; interacts with employees regarding questions and concerns regarding payroll issues; maintains up-to-date knowledge of a variety of payroll related requirements; performs related work as assigned.

DISTINGUISHING CHARACTERISTICS:

This is an advanced journey-level single position classification that handles complex and specialized payroll and accounting duties related to the administration of the City's payroll and benefits as well as the maintenance of the payroll system. Incumbents are expected to accomplish the full range of duties independently with only occasional instruction or assistance as unusual or unique situations arise, and exercise sound decision making and independent judgment.

SUPERVISION RECEIVED AND EXERCISED:

The Payroll Administrator receives general supervision from assigned management staff and may supervise or provide direction to assigned para-professional, accounting clerical and clerical staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed while in other cases related duties may also be assigned.

- Maintains the payroll system and employee pay records; posts and distributes time and attendance records; reviews, audits and corrects time sheets; prepares paychecks; prepares and files required reporting documents in an accurate and timely manner including but not limited to quarterly reports, and annual reporting of W2's.
- Demonstrates a full understanding of applicable wage policies, procedures and work methods associated with assigned duties; maintains current knowledge of City, state, and federal legislation affecting payroll; understands and follows applicable provisions of MOUs.
- Reviews timesheets for completeness and accuracy; prepares pay records for posting to the general ledger; reconciles payroll records to the general ledger; researches and resolves payroll related general ledger issues; prepares payroll journal vouchers; prepares a variety of routine and special reports as necessary; audits and reconciles payroll deductions and earnings registers for reasonableness.
- Processes withholdings, deductions, wage garnishments, or other special payroll actions and changes affecting net wages such as exemptions, and insurance coverage; submits MCERA

retirement reports each payroll; prepares payroll tax deposits; completes, verifies, and processes forms and documentation for administration of benefits such as pension plans, unemployment and medical insurance; reconciles payroll deductions withheld from employees to actual cost, including union dues and deferred compensation.

- Assists with the coordination, preparation, and analysis of the City-wide payroll budget, including final and mid-year computations.
- Exercises extreme sensitivity to the issues of confidentiality of employee/employer data and maintains absolute confidentiality of personal data.
- Runs computer programs to produce payroll reports; posts and maintains payroll related employee data in a timely and accurate manner.
- Integrates various payments from State Disability Insurance, Workers Compensation, and Paid Family Leave into employees' pay and monitors leave levels.
- Prepares, reconciles and submits payments to providers for employee benefits and deductions.
- Trains staff on payroll processes, procedures, and reports; develops and maintains Payroll Procedure Manual; provides information and instruction to personnel regarding procedures and methods involved in processing payroll.
- Evaluates operations and activities of assigned responsibilities; recommends improvements and modifications to the payroll system; tests system upgrades and fixes; verifies results for accuracy; prepares various reports on operations and activities.
- Interprets and implements personnel rules, Memoranda of Understandings, federal and state regulations, changes to reporting; assists with the analysis of the feasibility and technical implications of labor agreement changes and makes recommendations; assists with labor negotiations by providing a variety of data and information; provides suggestions for Memorandum of Understanding language related to payroll and benefits; explains rules and regulations regarding payroll.
- Identifies and resolves problems and inconsistencies relative to the maintenance of payroll accounting controls; reviews wages computed and works with Human Resources to correct errors to ensure accuracy of payroll; computes any corrections or retroactive pays; prepares manual checks when necessary; makes wage adjustments.
- Assists employees, benefit vendors, auditors and outside agencies with payroll questions and requests; works with management to address any legalities and payments regarding compensation concerns such as judgments, arbitrations, and/or court rulings; assists employees in the completion of payroll related forms; researches changes to wage and hour ordinances and recommends modifications to the payroll system for compliance purposes.
- Performs related duties as assigned.

KNOWLEDGE OF:

- Principles and practices of municipal payroll processing, administration, and records maintenance.
- Experience reading, reviewing, and interpreting City policies, procedures, and MOU's.
- Pertinent laws, rules, and regulations governing areas of responsibility including, but not limited to FLSA, employee leaves and benefit plans, Federal W-2 and Quarterly Tax reporting, ACA reporting, and MCERA reporting and procedures.

- Laws, rules and regulations regarding the confidentiality of payroll related records.
- Experience with interpretation and implementation of FLSA concepts, particularly related to public safety.
- Research and report preparation techniques related to a wide variety of payroll programs and projects.
- Bookkeeping and accounting principles; methods and techniques of automated record keeping and report generation.
- Business arithmetic, basic statistics and statistical methods, basic accounting.
- English usage, spelling, grammar and punctuation.
- Office practices and technology including personal computer hardware and software typically found in a modern office.

ABILITY TO:

- Understand federal, state and local laws and regulations applicable to human resources administration, finance, and payroll processing.
- Prepare, maintain, process, and reconcile a complex municipal payroll.
- Maintain payroll records, reports, and files.
- Train staff on payroll processes, procedures, and reports.
- Know and understand all aspects of the job; analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Conduct research, prepare, and analyze data and statistics related to assignment, and prepare a variety of reports.
- Safeguard and maintain the confidentiality of records.
- Verify, reconcile, and balance a variety of records and information.
- Interpret, explain, and apply applicable laws, codes, and regulations governing payroll administration.
- Assist in implementing various policies and procedures.
- Understand and carry out both oral and written instructions.
- Organize work and set priorities for a variety of projects and tasks in an effective, efficient, and accurate manner while ensuring all deadlines are met.
- Process payroll and prepare related reports, spreadsheets, and documentation.
- Understand the provisions of the City's various Memoranda of Understandings and ensure compliance.
- Collect data and conduct basic research and analysis.
- Compile and maintain confidential and complex reports and files.
- Communicate clearly and concisely; respond appropriately and effectively to the needs of internal and external customers.
- Prepare and present clear, concise, and logical written and oral reports.
- Use computer technology and applications in the performance of daily activities.

- Establish and maintain effective working relationships with those contacted in the course of work.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Coordinate activities with other City departments and agencies as required.
- Meet the physical requirements necessary to perform the assigned duties safely and effectively.

EDUCATION AND EXPERIENCE REQUIREMENTS:

Any combination of education and experience that would provide the required knowledge, skill and ability outlined above is qualifying. A typical way to obtain such knowledge, skill and ability is:

Experience: Five (5) years of increasingly responsible, professional level experience in payroll processing, preferably in the public sector. One (1) year of experience providing technical and functional direction over personnel processing payroll is highly desirable.

Training: Equivalent to an Associate's degree from an accredited college in business, accounting, finance or a related field.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as percentages, ratios and proportions to practical situations.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to walk. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, and ability to adjust focus.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval: _____

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH WESTERN COUNCIL OF ENGINEERS (WCE) & FURLOUGH REIMBURSEMENT SIDE LETTER

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR WESTERN COUNCIL OF ENGINEERS (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and Western Council of Engineers pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

BACKGROUND:

Western Council of Engineers represents 11 full-time equivalent (FTE) positions in the Public Works Department and San Rafael Sanitation District. The most recent Memorandum of Understanding ("MOU") for WCE expired on June 30, 2020 and was extended by side letter through June 30, 2021. Over the past several months, representatives of the City and WCE have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and WCE reached a tentative agreement on June 21, 2021, for a three-year successor MOU and WCE membership subsequently ratified the tentative agreement.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the agreement between the City and WCE. In addition to the economic items, some operational items were also addressed in the final agreement, all of which can be found in the attached draft successor MOU.

- 1. **Term of the Agreement:** July 1, 2021 through June 30, 2024

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

2. **Salary Increase:** Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each position in the bargaining unit. The salary schedule included in the attached draft successor MOU authorizes the proposed new salary for each position.
 - a. Year 1: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2021
 - b. Year 2: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2022
 - c. Year 3: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2023
3. **Prior year contract extension – restoration of 3% base wage:** For FY 20-21, all bargaining groups (except WCE, Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20-21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to “restore” the 3% base wage increase to those groups. The 3% base wage will apply to all WCE positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.
4. **One-Time Payment:** Employees represented by the bargaining group will receive a one-time, non-pensionable payment in the amount of \$2,250 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPRA employees’ pensions and is subject to normal payroll taxation.
5. **Eliminate Revenue Sharing:** The revenue sharing provision to be eliminated provides a formula upon which a percentage of excess general tax revenues must be shared with members where specific criteria are met to increase the salary of WCE job classes.
6. **Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
 - Retiree Health Insurance (Section 4.2.2): Incorporate side letter language regarding Retiree Health Savings (RHS). For the annual July 1 conversion of sick leave to fund an employee’s retiree health care trust, the remaining sick leave balance requirement is 125 hours.
 - Sick Leave (Section 5.1.3): Update familial relationships under definition of “immediate family” to be more in line with definition under California Paid Family Leave.

Furlough Repayment Side-Letter

In addition to the attached draft successor MOU, a draft template side letter is attached that outlines the terms mutually agreed upon by the City and WCE regarding the repayment of the furlough which was implemented in fiscal year 20-21. In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. In anticipation of dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Year-end review of the FY 20/21 budget shows that the City’s projected revenue losses anticipated due to the pandemic fortunately did not materialize as expected and the City is projecting a financial surplus for fiscal year 20-21. As a result, the City is in a financial position at this time to issue repayments to employees who were furloughed over the last year. The circumstances that make it possible for the City to reimburse employees for the furlough are extremely unique in nature and this one-time reimbursement for FY 20-21 is non-precedential. The City will issue a one-time re-payment equal to the actual furlough reduction amount taken by each employee in the bargaining group for FY 20/21. The City already made MCERA pension contributions on each employee’s regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will not make any additional contributions to Classic or PEPRA employees’ pensions and the repayment amount is subject to normal payroll taxation. The individual furlough repayment amounts range from approximately \$700 - \$4,000, depending upon the individual position.

At the July 19, 2021 City Council meeting when staff presents the successor MOU for approval to the City Council, staff will also present a resolution and a final side letter with WCE seeking City Council authority to approve the total amount of the furlough reimbursement.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 11 employees of WCE is \$1,956,376. The additional ongoing incremental cost of the successor MOU beyond the FY 21/22 budget is:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>
Wages:			
Base Salary	\$63,261	\$47,129	\$39,228
Other costs:			
Pension**	\$29,984	\$22,336	\$18,590
Taxes, etc. (Medicare, W/C)	<u>\$ 2,252</u>	<u>\$ 1,678</u>	<u>\$ 1,397</u>
Total Incremental Cost:	\$95,497	\$71,143	\$59,215

***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.*

While the incremental cost is \$95,497 for fiscal year 2021-2022, \$71,143 for fiscal year 2022-2023, and \$59,214 for fiscal year 2023-24, the increases are compounding and therefore the projected wages and other costs total \$487,992 plus \$24,750 in one-time payment, totaling \$512,742 for the three-year term. The incremental cost for fiscal year 21-22 includes the prior year (fiscal year 20-21) contract extension restoration of a 3% base wage increase. The one-time changes will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City’s current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City’s General Fund.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and Western Council of Engineers.
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and Western Council of Engineers pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

ATTACHMENTS:

1. Draft MOU (with track changes) between City of San Rafael and Western Council of Engineers for July 1, 2021 to June 30, 2024 (and all attachments).
2. Draft Template Furlough Reimbursement Side Letter

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

WESTERN COUNCIL OF ENGINEERS

JULY 1, 202118 - JUNE 30, 20240

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LIST OF EXHIBITS

- Exhibit A Salary Schedules for July 1, 20~~21~~¹⁸ – June 30, 20~~24~~⁰
- Exhibit B Classification/Compensation Summary: Benchmark Linkages

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

WESTERN COUNCIL OF ENGINEERS

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, 2021~~18~~ and ending June 30, 2024~~0~~.

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 the Engineering Unit employees as represented by the Western Council of Engineers (herein-after called "WCE") 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, 2021~~18~~ through June 30, 2024~~0~~.

1.2 RECOGNITION

1.2.1 Bargaining Unit

The City hereby recognizes the Western Council of Engineers as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the WCE. (As referenced in Exhibit "A" and "B" attached).

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, the City shall notify such person that the Western Council of Engineers 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, marital status, medical condition or disability. Any employee alleging such discrimination should use the internal administrative process explained in the City Policy against

Harassment, Discrimination and Retaliation which is available on the City's Intranet website to redress the situation. Such employees shall be entitled to WCE representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 *Union Discrimination*

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

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

WCE Officers for salary discussions shall be in accordance with the Meyers-Milias-Brown (MMB) Act.

2.1.2 Bulletin Boards

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

2.1.3 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, 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 two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City for its members.

2.1.4 Employee Information

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

The City agrees to deduct dues and voluntary WCE deductions selected by members as established by the WCE, from the salaries of its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The WCE 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 WCE 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 WCE. The term separation includes transfer out of the WCE, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3 *Agency Shop*

The parties hereto recognize that, within the Agency shop provisions of this agreement, WCE employees may opt to join the WCE or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the WCE will discriminate against any employee because of the exercise of their statutory rights. The WCE agrees to its obligation to represent all of the employees in the unit fairly and equally, without regard to their membership in the WCE.

All employees, as a condition of employment, either be required to belong to the WCE or to pay to the WCE an amount equal to a fair share percentage of that which would be paid by an employee who decides to become a member of the WCE at the time of employment. Note: The WCE is obligated to annually inform the City of the fair share amount.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over WCE dues.

The WCE shall notify the City in writing as to the amount of such dues uniformly required of all members of the WCE.

2.2.4 *Indemnification*

Moneys withheld by the City shall be transmitted to the Treasurer of the WCE at the address specified. The WCE 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 WCE 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 exclusively, 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 effects 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 holiday falls on a payday, the payday will be transferred to the following day of regular

business unless Finance is able to complete the payroll by the previous workday. The method of the distributing payroll shall be established by the Director of Finance. The City will modify its pay schedule to 26 pay periods effective when administratively feasible subject to addressing of technical issues and reaching of agreement with all bargaining groups.

3.1.2 *General Wage Increase*

Prior year contract extension – restoration of 3% base wage: For FY 20-21, all bargaining groups (except WCE, Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20/21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to “restore” the 3% base wage increase to those groups. The 3% base wage increase will apply to all WCE positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2021; or, on the first pay period after Council’s approval – whichever occurs later in time.

Junior Engineer:

- 1.6% general salary increase plus 0.9% equity adjustment in Year 1 (2.50% total)
- 1.6% general salary increase plus 2.40% equity adjustment in Year 2 (4.00% total)
- 1.6% general salary increase plus 1.65% equity adjustment in Year 3 (3.25% total)

Assistant Engineer, Associate Civil Engineer, Engineering Technician I/II, Senior Civil Engineer (PW), Traffic Engineer and Traffic Engineering Technician I/II:

- 1.6% general salary increase plus 0.65% equity adjustment in Year 1 (2.25% total)
- 1.6% general salary increase plus 2.15% equity adjustment in Year 2 (3.75% total)
- 1.6% general salary increase plus 1.40% equity adjustment in Year 3 (3.00% total)

~~Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2.0%.~~

~~Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2.0%.~~

Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit A.

3.1.3 *One-Time Payments*

Effective the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later, each employee in the bargaining unit will receive a one-time payment of \$2,250 in exchange for the elimination of the Revenue Sharing provision from the MOU. This payment will not contribute to Classic or PEPRA employees’ pensions and is subject to normal payroll taxation.

~~The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:~~

~~Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$4,000 to revise section 4.2.1 to tie the 3% health inflator to the Kaiser Bay Area~~

~~Premium rate increase up to a maximum of 3% and freeze the “employee only” and “employee and one dependent” Flex Dollar Allowance.~~

~~The \$4,000 payment will be split as follows: \$2,000 will be paid with the first pay period in July 2018 or upon approval by the City Council, whichever is latest, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPPRA employees’ pensions and is subject to normal payroll taxation.~~

~~NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees’ pensions.~~

3.1.4 *Compensation Goal & Definitions*

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the WCE 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, Alameda, Napa, Novato, Santa Rosa and,
2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: Marin County, Novato and the Jr. Engineering class for the Marin Municipal Water District.

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.

The CPI shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

3.1.5 *Compensation Surveys*

To measure progress towards the above-stated goal, the City and WCE will jointly survey the identified benchmark position, Junior Engineer, in February of the final year of the contract.

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 WCE shall review the benchmark and related survey data for accuracy and completeness.

3.1.6 *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.

All initial employments shall be at the first step of the salary range. The City Manager or his/her designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in his/her 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

3.1.7 *Fair Labor Standards Act*

The City may reopen negotiations during the term of this Agreement to address changes in the law governing the regular rate of pay under the FLSA.

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 his/her 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 his/her duties.

3.2.3 *Merit Increases*

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approved by 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.

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*

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

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

3.3.1 *To a Lower Classification*

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

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

3.3.2 *To a Different Classification with the Same Salary Range*

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which he/she 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 workdays. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater. The Department Director is required to complete a Personnel Action Report (PAR), located on the Human Resources page of the Intranet, to initiate Out-of-Class Compensation.

3.4.2 *Shift Differential Pay*

- A three percent (3%) shift differential shall be paid for all employees in these represented bargaining groups 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.
- A five percent (5%) shift differential shall be paid for all employees in these represented bargaining groups 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.
- 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.
- 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.

3.5 ADDITIONAL PAY

3.5.1 Required Professional Licenses and Registration

The City shall continue to reimburse employees for the fee charged by the State of California for any renewal fees for their professional registration(s) as a Civil or Traffic Engineer, or for any other engineering registrations which employees may hereafter receive, which are required by the employee's position. Verification of the renewal of the professional registration is required in order to receive the reimbursement.

3.5.2 Professional Development

For each year of this MOU, each employee shall receive reimbursement up to a maximum of five hundred dollars (\$500.00) for professional development. The monies allocated under this section shall be job-related and/or related to an employee's potential career advancement in his/her field. It is agreed that the Professional Development Expenditure is not a substitute for the Public Works' Department's training budget.

Bargaining Unit Members are eligible for up to two (2) working days per fiscal year to further their professional development that is directly relevant to their employment with the City. Employees must submit requests for the time out of the office at least three (3) weeks in advance and obtain supervisor and/or director approval. Should the request be denied, the employee may submit the request in advance to Human Resources for appeal, whose decision will be final. These two (2) days are intended to be used when an employee wants to pay for their own professional development opportunity. Professional development opportunities that the department agrees to sponsor will be considered separate from these two (2) days out of the office and will be designated as working time and will not be counted against the two additional working days described above in this section.

3.5.3 Allowable Expenses

Reimbursement under this Section is intended to include items which relate to an employee's job classification and/or which promote and enhance an employee's development of skills, expertise and education in her/his profession. The items may include, but are not limited to the following:

- Technical and educational books, including electronic books, publications and coursework;
- Subscriptions to professional journals or magazines, including on-line subscriptions;

- Membership dues to professional organizations which are related to current employment, including but not limited to the American Society of Civil Engineers, traffic engineering associations and water engineering issues-related associations;
- Registration, application, or examination fees for registration or certification within his/her profession, as well as for preparatory courses or materials for such a registration exam;
- Tuition, fees and books for successful completion of courses related to an employee's job or professional development including webinars and on-line courses. If the course is graded, reimbursement will be dependent upon at least a passing grade (C or better, Pass or Complete) in the course;

Registration fees, materials and expenses, including travel expenses, related to attendance at seminars and conferences to be job related and/or will assist the employee to prepare for career advancement, prior supervisor approval is necessary for this expense.

3.5.4 *Procedures for Reimbursement*

All receipts for reimbursement, whatever the aggregate value, must be submitted as soon as possible after the expense is incurred, but must, in any event, be submitted before the end of the fiscal year.

The decision as to whether expenditures under this section are eligible for reimbursement under this section will be made by the Department Director or designee, in consultation with the Human Resources Director. Requests for reimbursements will not be unreasonably denied. If the request for reimbursement is denied, the Department Director or designee must state, in writing, the reasons for the denial. The employee and a representative of WCE, if requested by the employee, shall meet with the Department Director or designee and Human Resources Director to discuss the reasons for the denial, and the employee will have an opportunity to state why such reimbursement is appropriate.

3.5.5 *Bilingual Pay*

Within the job classifications represented by the WCE, 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 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 FTE.

This bilingual pay incentive shall be reviewed annually and shall continue 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 and as such would not be subject to any appeal/grievance procedure.

3.5.6 *Uniform Allowance*

The safety shoe allowance of \$170.00/year will be discontinued and the \$170.00/year will be added to base pay effective July 2014.

~~3.6 REVENUE SHARING~~

~~3.6.1 Conditions for Revenue Sharing~~

~~Employees in the bargaining unit positions defined in this MOU shall receive Revenue Sharing Increases, effective January 1 of each year of the contract, in addition to the Contract Compensation Increase (if any), if the following conditions are met:~~

- ~~a. If the CPI increase, as outlined in Section 3.1.3, is greater than the Contract Compensation Increase, **and**,~~
- ~~b. If General Tax Revenues have resulted in revenues being available for distribution, based upon the formulas defined in Section 3.6.2, **and**,~~
- ~~c. The “net change in General Fund Balance” as defined in Section 3.6.2, as presented in the previous fiscal year’s audited financial statements, is positive, **and**~~

~~The City’s General Fund Emergency and Cash Flow reserve at the end of the previous fiscal year contains at least 10% of the General Fund budgeted expenditures for that same year. If the above four conditions are met, then a Revenue Sharing salary increase shall be paid prospectively, in accordance with the schedule below, to bring the combination of the Contract Compensation Increase and the Revenue Sharing Increase up to the level of the CPI. However, in no event shall the Combined Contract Compensation Increase and Revenue Sharing Increase result in a total compensation increase that exceeds 5% for the fiscal year under review.~~

~~3.6.2 Revenue Definitions & Revenue Sharing Calculations~~

~~**Net Change in General Fund Balance** is determined in the course of the City’s annual financial audit, and presented as “net change in fund balance” in the City’s published financial statements.~~

~~**General Tax Revenues** shall be defined to include the following taxes: Sales Tax, Property Tax (Secured, Unsecured and Unitary), Motor Vehicle License Fees, Property Transfer Tax, Hotel Occupancy Tax, Business License Tax and Franchise Fees. No other revenue sources of the City will be included in this definition.~~

~~If General Tax Revenues of the City for the fiscal year previous to this contract year (i.e. FY 2013-2014) exceed General Tax Revenues of the City for the prior fiscal year (i.e., 2012-2013), then the members of the bargaining unit shall be entitled to apply three percent (3%) of one-half (1/2) of the excess of fiscal year General Tax Revenues over prior fiscal year General Tax Revenues adjusted for 75% of the total compensation increases provided to members for the contract year, in accordance with the schedule below, for a Revenue Sharing Total Compensation adjustment.~~

3.6.3 ~~Schedule~~

- a. ~~September 7th – General Tax Revenues.~~ The City shall make known to WCE if General Tax Revenues of the most recently ended fiscal year have grown from the prior fiscal year on September 7th of each year of this contract. If no growth in General Tax Revenues has taken place, there shall be no Revenue Sharing for that fiscal year of the contract.
- b. ~~November 15th – Net Change in General Fund Balance and the Funding Level of the City’s General Fund Emergency and Cash Flow Reserve.~~ By November 15th of each year, the City shall make known to the WCE whether there is a positive change in the General Fund Balance when the most recently ended fiscal year is compared to the previous one. At the same time, the City shall make known to the WCE whether the funding level of the City’s General Fund Emergency and Cash Flow reserve is at or above 10% of budgeted expenditures. If these two conditions are not met, then no Revenue Sharing shall take place for that contract year.
- c. ~~November 30th – CPI.~~ If the conditions for revenue sharing have been met for the contract year, the City shall identify the CPI for the fiscal year in October of each year and make the figure known to the Union by November 30th.
- d.a. ~~January 1st – Base Monthly Pay Increases are calculated.~~ January 1st is the effective start date (for paycheck date of January 31st) for Revenue Sharing Salary increases.

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, SEIU-Childcare, Western Council of Engineers, Local 1 - Confidential, Police, Police Mid-Management, Fire, Fire Mid-Management, 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 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.

The monthly flex dollar allowance effective the paycheck of December 15, 20~~2017~~ shall be:

For employee only:	\$ 835.94
For employee and one dependent:	\$1,671.91 <u>\$1,623.22</u>
For employee and two or more dependents:	\$1,814.57 <u>\$1,761.19</u>

The “employee only” and “~~employee and one dependent~~” allowance will be frozen at \$835.94 and ~~\$1,623.22, respectively~~. ~~Th~~These amounts ~~are~~is ineligible for the following flex dollar increases until ~~th~~these amounts ~~are~~is less than 100% of the Kaiser premium. 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 dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits, or may be converted to taxable income.

Conditional Opt-Out Arrangement: 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 Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

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

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

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.

4.2.2 *Retirees Health Insurance*

Employees represented by WCE 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 retiree health insurance payment 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 payment, 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, 4.2.3 B, 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 (hired after January 1, 2010) 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.

4.2.3 *Pro Rata Benefit Rules*

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 *Health and Dependent Care Spending Accounts*

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

- a. **Healthcare Spending Account:** Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. **Dependent Care Spending Account:** Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 per calendar year). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. **Premium Only Plan:** Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. The 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.

4.2.5 *Health Insurance Providers*

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

4.3 DENTAL PLAN

4.3.1 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 20 hours per week. 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 PLAN

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 Member Contribution

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

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

The 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.

4.5.2 Retirement Plans

On July 1, 2004, the City provided 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 retirement or some other period designated by the retiring employee.

4.5.3 *Member Cost of Living Rates*

Association 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).

4.5.4 *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 at the time of retirement pursuant to Section 5.1.5. Compensation for Unused Sick Leave).

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.

4.5.5 *Pension Committee*

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI)

Employees will have the full premium cost for SDI or PFL 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 or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave in the following manner:

1. Employee notifies supervisor of disability and need for time off. At the same time, employee files for SDI or PFL through the State Office.
2. 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.
3. Personnel Action Report (PAR) is completed by the supervisor to document request and approval of extended leave.
4. Human Resources Department, on receipt of the PAR, contacts employee and supervisor to discuss availability of coordination of SDI or PFL with leave benefits.
5. Once the employee begins receiving SDI or PFL compensation, the City will begin its integration. The City will do this by reducing the amount of SDI or PFL compensation from the employee’s normal compensation. The balance will be paid

using available sick hours. If an employee exhausts sick leave, the balance will be paid using vacation or other accrued leave.

6. When an employee receives the first SDI or PFL payment (issued via an EDD debit card) and statement, the employee must provide a copy of the statement and a personal check to the City for the amount of the SDI or PFL payment that is received. The City will then restore the sick or other accrued leave hours reflected in the SDI or PFL payment. To determine the leave hours to be restored, the City will divide the SDI or PFL payment by the employee's hourly rate.
7. Once the City has determined the amount of the ongoing SDI or PFL payment, the City will automatically reduce the employee's compensation by the amount of the state payment and apply the necessary amount of sick leave or other accrued leave as appropriate to equal full pay for the duration of the leave. The employee's combined compensation from SDI or PFL and accrued leave may not exceed 100% of regular pay.
8. 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. Excluding qualifying FMLA/CFRA leave, once the employee is on LWOP they will 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 5.4.6.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the above-described increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.4.1, the City will contribute one percent (1%) of pensionable compensation toward a City-provided, deferred compensation plan.

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 at the beginning of his/her daily duties. The City has the right to request a medical verification from an employee who is absent from his/her duties for two (2) or more consecutive workdays. The verification shall be either a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave.

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 5.1.5.). 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 or physical incapacity of the employee or illness within the immediate family. Family is defined as an employee's spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or unmarried children including adopted children, stepchildren, or recognized natural children who live with the employee in a regular parent-child relationship, ~~and parents (including in-laws);~~
- 2) Enforced quarantine of the employee in accordance with community health regulations;
- 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 *Compensation for Unused Sick Leave*

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 4.5.4 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 after six (6) months of employment 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 days of the service year.)

Service Year	Annual Hours	Hours/Month
1-3	75.000	6.2500
4	112.500	9.3700
5	117.867	9.8222
6	123.234	10.2695
7	128.601	10.7167
8	133.968	11.1640
9	139.335	11.6110
10	144.702	12.0580
11	150.000	12.5000

12	157.500	13.1250
13	165.000	13.7500
14	172.500	14.3750
15	180.000	15.0000
16+	187.500	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

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 his/her 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. 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, only those hours that the employee is regularly scheduled to work shall be charged against any employee's accrued vacation.

Upon termination, an employee shall be compensated in cash at his/her current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed his/her initial probationary period.

5.2.4 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.

5.3 HOLIDAYS

5.3.1 Paid Holidays

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

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

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	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

In addition to designated holidays, employees in this Unit receive two (2) floating holidays. Floating holidays not used are added to employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVES

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, ~~brother, sistersibling~~, in-laws, relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to ~~three (3) days within the State and up to five (5) days out-of-state~~ may be granted for bereavement leave.

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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 Industrial Injury Leave

For benefits under Workers' Compensation, an employee should report any on the job injury to his/her supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' Department coordinates benefits for Workers' Compensation claims. For further

information, see the City's Workers' Compensation policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

All regular, full time employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Workers' Compensation Insurance and Safety Act of the State of California, may be entitled to compensation, as follows:

Temporary disability payments (TD) are made when a physician reports an employee is unable to perform their job duties and the City cannot accommodate any restrictions. The employee is not entitled to TD for the first 3 days of disability unless the employee is hospitalized as an in-patient, or off for more than 14 days. In this case, the employee shall be entitled to remain absent from duty with pay for these first 3 days. TD is set by State law and is based on potential wages lost (full or partial) due to the injury. It is approximately two-thirds of full salary with state-mandated minimums and maximums. The City, however, augments regular employees' disability payments to bring them to full salary for the first three (3) calendar months and to $\frac{3}{4}$ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths ($\frac{3}{4}$) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

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:

- The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- 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:

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

5.4.6 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.

5.4.7 Catastrophic Leave

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

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. 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.

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. 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 125 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 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.

6.5 PROBATIONARY PERIOD

6.5.1 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.

6.5.2 Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year. Employees shall receive verbal feedback from their immediate supervisor throughout the probationary period.

6.5.3 Rejection During Probation

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

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

6.5.5 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.

6.5.6 Regular Status

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

6.5.7 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 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.

6.5.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her 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.

6.5.9 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 6.5.8.

6.6 TRANSFERS / REASSIGNMENTS

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.

6.6.1 Minimum Qualifications & Probation

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

6.6.2 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.

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.

6.7 PERSONNEL RULES & REGULATIONS

The WCE agrees to adhere to the City's Personnel Rules and Regulations located on the City's Intranet website.

6.7.1 Drug & Alcohol Policy

The City and the WCE 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.

6.7.2 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.

6.7.3 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.

6.7.4 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.

6.7.5 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.

6.7.6 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 MISCELLANEOUS

6.8.1 Gratuities/Solicitation of Contributions

Gratuities and/or solicitation of contributions are not allowed. Employees should refer to the City's Personnel Rules and Regulations.

6.8.2 Return of City Equipment

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

6.8.3 Political Activity

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

6.8.4 Employment of Relatives

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

6.8.5 Labor / Management Meetings

During the term of the Agreement, the City and the WCE agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities, and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) representatives from the Western Council of Engineers and representatives from City Management as well as the WCE Executive Director 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.

6.8.6 Contract Orientation Work Sessions

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

6.8.7 Gym Reimbursement

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym membership, personal recreation league fees or fitness-related recreation facility fees. Such reimbursement shall be processed annually and 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 his/her required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he/she does 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 shall be 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 the City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) days before leaving the 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 City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

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 the City services 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 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

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. 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, demotion, reduction in salary, and suspension resulting in loss of pay.

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. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived his 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. Thereafter, the employee shall have ten (10) days to appeal this matter to the City Manager. The City Manager shall investigate the matter, conduct an informal hearing if the City Manager deems it appropriate and, within ten (10) days thereafter, respond to the allegations in writing. For pre-termination disciplinary action of suspension and reduction in pay, the decision of the City Manager shall be final and binding.

For disciplinary demotions and discharges only, if this matter remains unresolved, the WCE may, by written notice to the Human Resources Director within ten (10) days after the receipt of the City Manager's response, inform the City that the WCE wishes to appeal the decision to demotion or discharge 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 Mediation and Conciliation Service containing 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. As used herein, the word "days" shall be deemed to mean City established working days for non-safety employees.

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. 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 the 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 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 he/she may call, recall and examine witnesses, as he/she deems proper.

The burden of proof shall be upon the WCE 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 WCE and any employee(s) involved in the grievance or disciplinary demotion or discharge.

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 matters, whether the City allegations are accurate and the appropriateness of the disciplinary demotion or discharge.

The fees and expenses of the arbitrator shall be shared equally by the WCE 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 WCE or the City.
2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and to have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
3. If a grievant, or the WCE on behalf of the grievant, fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be deemed withdrawn unless the parties have mutually agreed to an extension of timelines. If a supervisor or manager fails to respond with an answer within the given period of time, the grievant may appeal to the next higher level. 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 WCE Executive Director 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 the WCE recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit, the City of San Rafael and the WCE have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs, however, in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

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 Section 7.6.2. (4.a.).
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 can not 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 WCE.

- a. 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 next 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 WCE 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 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. For WCE represented engineering positions, the classifications will be Engineering Technician I/II, Traffic Engineering Technician I/II, Assistant Engineer, Associate Engineer, Senior Associate Engineer, Land Development Engineer, Civil Engineer, Traffic Engineer separately. Each classification stands alone for purpose of layoffs. Any layoff will be based on seniority within the classification and will be implemented in the following order: extra hire employees, probationary employees and regular employees. In effecting the preceding order, a part-time regular employee with more seniority can displace a full-time regular employee.

7.7.4 Seniority

Probationary employees will always be laid off before employees who have regular status in a classification. If two or more employees within a classification have achieved regular status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the classification will be determinative. Any layoffs in these classes will be based on overall seniority in the classification, not on the basis of any working title or currently assigned duties.
- 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 he or she qualifies 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.

7.8 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 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.

7.8.7 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 the lay-offs. The information gained in this meeting from the union by the City will be advisory and not binding.

WESTERN COUNCIL OF ENGINEERS

CITY OF SAN RAFAEL

Nancy Watson, Western Council of Engineers

**Tim Davis, Lead Negotiator
Attorney, Burke Williams Sorensen**

Shawn Graf, Junior Engineer

**Sylvia Gonzalez-Shelton
HR Operations Manager**

Willie Lagleva, Traffic Engineering Technician

Thomas Wong, Analyst

Date

Date

WCE - San Rafael
Salary Schedule
Effective July 1, 2021

Grade	Position	A	B	C	D	E
7333	Assistant Engineer	\$ 7,871	\$ 8,265	\$ 8,678	\$ 9,112	\$ 9,568
7229	Associate Civil Engineer	\$ 8,689	\$ 9,123	\$ 9,580	\$ 10,059	\$ 10,562
7277	Engineering Technician I	\$ 5,579	\$ 5,858	\$ 6,150	\$ 6,458	\$ 6,781
7230	Engineering Technician II	\$ 6,304	\$ 6,619	\$ 6,950	\$ 7,298	\$ 7,663
7330	Junior Engineer	\$ 6,319	\$ 6,635	\$ 6,967	\$ 7,316	\$ 7,681
2311	Senior Civil Engineer (PW)	\$ 10,062	\$ 10,565	\$ 11,093	\$ 11,648	\$ 12,230
7331	Traffic Engineer	\$ 8,689	\$ 9,123	\$ 9,580	\$ 10,059	\$ 10,562
4793	Traffic Engineering Technician I	\$ 5,579	\$ 5,858	\$ 6,150	\$ 6,458	\$ 6,781
4792	Traffic Engineering Technician II	\$ 6,304	\$ 6,619	\$ 6,950	\$ 7,298	\$ 7,663

WCE - San Rafael
Salary Schedule
Effective July 1, 2022

Grade	Position	A	B	C	D	E
7333	Assistant Engineer	\$ 8,167	\$ 8,575	\$ 9,004	\$ 9,454	\$ 9,927
7229	Associate Civil Engineer	\$ 9,015	\$ 9,466	\$ 9,939	\$ 10,436	\$ 10,958
7277	Engineering Technician I	\$ 5,788	\$ 6,077	\$ 6,381	\$ 6,700	\$ 7,035
7230	Engineering Technician II	\$ 6,540	\$ 6,867	\$ 7,211	\$ 7,571	\$ 7,950
7330	Junior Engineer	\$ 6,572	\$ 6,901	\$ 7,246	\$ 7,608	\$ 7,989
2311	Senior Civil Engineer (PW)	\$ 10,439	\$ 10,961	\$ 11,509	\$ 12,085	\$ 12,689
7331	Traffic Engineer	\$ 9,015	\$ 9,466	\$ 9,939	\$ 10,436	\$ 10,958
4793	Traffic Engineering Technician I	\$ 5,788	\$ 6,077	\$ 6,381	\$ 6,700	\$ 7,035
4792	Traffic Engineering Technician II	\$ 6,540	\$ 6,867	\$ 7,211	\$ 7,571	\$ 7,950

WCE - San Rafael
Salary Schedule
Effective July 1, 2023

Grade	Position	A	B	C	D	E
7333	Assistant Engineer	\$ 8,412	\$ 8,832	\$ 9,274	\$ 9,737	\$ 10,224
7229	Associate Civil Engineer	\$ 9,285	\$ 9,750	\$ 10,237	\$ 10,749	\$ 11,286
7277	Engineering Technician I	\$ 5,961	\$ 6,260	\$ 6,572	\$ 6,901	\$ 7,246
7230	Engineering Technician II	\$ 6,737	\$ 7,074	\$ 7,427	\$ 7,799	\$ 8,188
7330	Junior Engineer	\$ 6,786	\$ 7,125	\$ 7,481	\$ 7,855	\$ 8,248
2311	Senior Civil Engineer (PW)	\$ 10,753	\$ 11,290	\$ 11,855	\$ 12,447	\$ 13,070
7331	Traffic Engineer	\$ 9,285	\$ 9,750	\$ 10,237	\$ 10,749	\$ 11,286
4793	Traffic Engineering Technician I	\$ 5,961	\$ 6,260	\$ 6,572	\$ 6,901	\$ 7,246
4792	Traffic Engineering Technician II	\$ 6,737	\$ 7,074	\$ 7,427	\$ 7,799	\$ 8,188

**City of San Rafael
Engineering Unit Employees as represented by WCE
Classification/Compensation Summary**

Current Benchmark	Title	% Difference from Benchmark
	Senior Civil Engineer (PW)	59.62%
	Associate Civil Engineer	37.83%
	Traffic Engineer	37.83%
	Senior Associate Engineer	31.18%
	Assistant Civil Engineer	24.86%
Junior Engineer	Engineering Technician II	0
	Traffic Technician II	0
	Engineering Technician I	-11.51%
	Traffic Technician I	-11.51%

**Draft “Template” Side Letter
Between
Western Council of Engineers (WCE)
and
The City of San Rafael**

[Insert Date]

In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. Additionally, and in accordance with Governor Gavin Newsom’s Executive Order(s), which severely curtailed and/or outright closed commercial establishments, the City temporarily closed its offices for an undetermined amount of time and established remote work options for its non-public safety workforce in order to continue serving the needs of the community. The City utilizes the services of HDL to provide sales tax forecasts and tax revenue projections. HDL advised the City in the Spring of 2020, that it should be prepared for unprecedented financial losses, in an amount upwards of \$12M over the next 18 months. In anticipation of these dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Two significant things changed during fiscal year 20-21:

1. In the fall of 2020, the Measure R passed, which is expected to increase the City’s annual sales tax revenues by approximately \$4M, which the City will begin receiving at the end of FY 20-21, and
2. In the first quarter of 2021, HDL’s sales tax revenue forecasts significantly changed for the better and the revenue losses initially expected due to the pandemic, luckily did not materialize.

Based on the two above changes in financial condition, the City is projecting a financial surplus for fiscal year 20-21, therefore the City is willing to issue repayments to employees who were furloughed over the last year. The City is pleased that it is in the financial position to do so.

The circumstances that make it possible for the City to reimburse employees for the furlough at this time are extremely unique in nature. The City retains the management right under MOU section 7.6 in the future to implement a furlough if needed. The City does not commit to any future reimbursement of the furlough monies and considers this one-time offer to reimburse the FY 20-21 as non-precedential. Thus, the City now grants to each employee in the bargaining group a one-time re-payment equal to the amount they would have received had the furlough not occurred. In exchange for receiving these funds, employees will not be entitled to 3 days of float under MOU section 7.6.2 subsection 4.

The furlough repayment amount for each employee will be calculated based on their individual actual furlough reduction amounts that were deducted from each employee’s paycheck during FY 20-21. The furlough repayment amounts range from approximately \$700 - \$4,000, depending upon the individual position. The City already made MCERA pension contributions on each employee’s regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will

not make any additional contributions to Classic or PEPRAs employees' pensions and it is subject to normal payroll taxation. The actual total dollar amount to be reimbursed to the members of this bargaining unit is [insert total amount].

FOR WCE:

FOR THE CITY OF SAN RAFAEL:

Nancy Watson, Chief Negotiator
Western Council of Engineers (WCE)

Cristine Alilovich, Chief Negotiator
Assistant City Manager

Willie Lagleva
Traffic Engineering Technician II

Sylvia Gonzalez-Shelton
HR Operations Manager

Shawn Graf
Junior Engineer



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval: 

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION:

Direct staff to return with a Resolution seeking approval of a successor Memorandum of Understanding between the City of San Rafael and San Rafael Fire Chief Officers' Association.

BACKGROUND:

The San Rafael Fire Chief Officers' Association (SRFCOA) represents 4 employees in the San Rafael Fire Department. The most recent Memorandum of Understanding ("MOU") for SRFCOA expired on June 30, 2020 and was extended by side letter through June 30, 2021. Representatives of the City and SRFCOA have met in good faith to negotiate the terms of a successor MOU. The City and SRFCOA are finalizing a tentative agreement for a three-year successor MOU.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the anticipated agreement between the City and SRFCOA. In addition to the economic items, some operational items were also addressed, all of which can be found in the attached draft successor MOU.

1. **Term of the Agreement:** July 1, 2021 through June 30, 2024
2. **Salary Increase:** In keeping with the equity adjustment approach for Unrepresented Mid-Management and Executive management and the police mid-management bargaining unit, salary increases for the Battalion Chief position for each year depend on the extent to which this position is behind the labor market average (either over or under 10% behind the labor market average).
3. **Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

draft redline MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Retiree Health Savings (Section 4.2.3): SRFCOA employees hired into City employment on or before January 1, 2010 will contribute \$5,000 to an RHS account each July 31st in the form of a sick leave conversion of hours.
- Arbitration (Section 7.3.6): Update language to allow the mutually acceptable Arbitrator to provide an alternative recommendation for disciplinary action in addition to the ability to affirm or reject the City's form of discipline.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 4 employees of SRFCOA is \$1,516,593. The additional ongoing incremental cost is approximately \$300,000 for the three-year period. The increase in compensation included in this resolution is in line with the City's current budget projections. Funding for these positions is provided for in the City's General Fund. The full, specific break-out of all additional costs will be included when this item comes back for final consideration.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and San Rafael Fire Chief Officers' Association
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and San Rafael Fire Chief Officers' Association pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024).

ATTACHMENTS:

1. Draft MOU (with track changes) between City of San Rafael and San Rafael Fire Chief Officers' Association for July 1, 2021 to June 30, 2024.

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION

JULY 1, 202118 - JUNE 30, 202420

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN RAFAEL
AND
SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Section 3500, et seq. the Government Code of the State of California).

The San Rafael Fire Chief Officers' Association and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in said representative unit, and have freely exchanged information, opinions and proposals, and have reached an agreement on all matters relating to the employment conditions and the 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 for salary and employee benefit adjustments for the period commencing July 1, 20~~2118~~ and ending June 30, 20~~2120~~. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Fire Chief Officers' Association, 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 the San Rafael Fire Chief Officers' Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth as follows:

a. Battalion Chief

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City's Personnel Ordinance, City's Personnel Rules and Regulations, City's Employer-Employee Resolution, City's Administrative Procedures, and Fire Department Rules and Regulations, General Orders and Procedures.

1.1.2 Term of Memorandum of Understanding (MOU)

This agreement shall be in effect from July 1, 20~~2118~~ through June 30, 20~~2120~~.

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes Association as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Fire Chief Officers' Association Bargaining Unit which includes the following:

a. Battalion Chief

1.2.2 Available Copies

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

1.2.3 City Recognition

The Municipal Employee Relations Officer of the City of San Rafael, or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in employer-employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

1.2.4 Employee Representatives

The Association shall, by written notice to the City Manager, designate certain of its members as Employee Representatives.

1.3 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, 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 who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU.

1.3.2 Association Discrimination

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

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Association 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 Memorandum is subject to all applicable laws.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees and the Association agrees that it will not agree to encourage or approve any strike or slow down growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

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 or 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, regulations, ordinances or resolutions, which are not specifically superseded by the M.O.U., shall remain in full force and effect throughout the term of this Agreement.

1.9 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, 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 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 similar non-disciplinary reasons.
11. To establish and modify organizational productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights, and this Memorandum of Understanding.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.

15. To determine policies, procedure and standards for selection, training and promotion of employees.
16. To establish employee performance standards including but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

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

1.10 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.10.1 Modification/Waiver

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 for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2020.

1.10.2 Effective Dates

This Agreement will be in effect from July 1, ~~2021~~¹⁸ through June 30, ~~2024~~²⁰. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

1.10.3 Joint Representation

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.

2 MMBA

2.1 DUES DEDUCTION

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.

- B. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- D. The employees' earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.

In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
- E. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 RELEASE TIME

The City shall allow a reasonable number of Association members time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. Reasonable time off without loss of compensation or other benefits shall also be granted to members of the Association to participate in and prepare for grievances.

2.3 ASSOCIATION ORIENTATION OF NEW EMPLOYEES

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will provide the new employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.

2.4 EMPLOYEE INFORMATION

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

3 _COMPENSATION

3.1 GENERAL WAGES & COMPENSATION

3.1.1 General Wage Increase

In keeping with the equity adjustment approach for all Safety and Unrepresented Mid-Management and Executive groups, salary increases for each year will depend on the extent to which the Battalion Chief position falls behind labor market average.

~~Effective the pay period including September 1, 2018 the City will increase base wages for all employees by 2.0%.~~

~~Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.~~

~~3.1.2 One-Time Payments and Benefits~~

~~The following one-time payments and benefits are limited to the two years cited in this agreement and are not scheduled to recur in the future:~~

- ~~1. Effective the first full pay period following City Council approval of the MOU, each employee in the bargaining unit will receive a one-time contribution to their deferred compensation plan in the amount of \$5,000.00. This payment will not contribute to employees' pensions; and~~
- ~~2. Each employee in the bargaining unit will receive two additional Administrative Leave days, as defined in section 5.4.1, during the 2019 calendar year. Unused Administrative Leave will not carry over from one calendar year to the next, nor will unused balances be paid off upon an employee's resignation. These days will expire at the end of the 2019 calendar year if not used.~~

3.1.33.1.2 Compensation Goal & Definitions

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

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin Fire District, and South San Francisco, Vallejo; and,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

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, employer's contribution towards employees' share of retirement, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans and employer paid cafeteria/flexible spending accounts. Total compensation comparisons shall be calculated both with and without the employer's retirement contribution.

3.1.43.1.3 Compensation Surveys

To measure progress towards the above-stated goal, the City and the Association will jointly survey the benchmark position of Battalion Chief three (3) months before the expiration of this contract.

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' for the purpose of measuring progress towards the goal. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.2 SALARY STEP INCREASE

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of his/her duties. Salary step advancement shall be made only upon the recommendation of the Fire Chief, with the approval of the City Manager or his/her designee, and are not automatic, but based on documented, acceptable work performance. Accelerated salary step increases may be granted an employee based upon the recommendation of the Fire Chief and approval of the City Manager for exceptional job performance.

3.3 PAY CHECK DATES

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

During the term of this Agreement, the City may institute change the payroll schedule from 24 pay cycles per year to 26 pay cycles per year.

3.4 ADDITIONAL PAY

3.4.1 Education Incentive Program

The Educational Incentive for all employees represented by this Association is included in the base salary.

3.4.2 Uniform Allowance

Uniform members of the Fire Department, represented by this Association, shall receive a uniform allowance in the amount of \$805.00 at the completion of each six months of service ending June 1st and December 1st. A pro-ration at the rate of \$134.17 per month may be given for a portion of the first and last six months of service upon recommendation of the Department Head and approval of the City Manager.

3.4.3 Boot Allowance

Uniform members of the Fire Department, represented by this Association, shall be entitled to a maximum of \$160 every two fiscal years for a boot allowance. The employee is responsible for

purchasing safety boots and submitting a receipt for reimbursement. The boots must be purchased for City use only and must adhere to safety requirements.

4 BENEFITS

4.1 JOINT BENEFITS COMMITTEE

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall include representatives from all bargaining groups.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010 the City implemented a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees shall receive a monthly flex dollar allowance to purchase benefits under the Full Flex Cafeteria plan.

The monthly flex dollar allowance effective the first paycheck of December 20~~2017~~ shall be:

For employee only:	\$ 733.39 <u>755.62</u>
For employee and one dependent:	\$ 1,173.42 <u>1,208.99</u>
For employee and two or more dependents:	\$ 1,525.45 <u>1,571.70</u>

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 Region premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) 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 an 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 Opt-out payment will be \$760 per month for employees hired into the association on or before January 1, 2017. New members hired into the association after January 1, 2017, shall be eligible for a \$300 Opt-out payment.

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.

4.2.2 *Retiree's Health Insurance*

Employees represented by the Association who retire from the Marin County Retirement System, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans, 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 by the City before January 1, 2010**

The City shall make a monthly retiree health insurance payment 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 monthly payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment shall not exceed \$557 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- ##### B. **Employees hired by the City 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 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.

4.2.3 *Contributions into a Retiree Health Savings Account (RHS)*

For employees hired into City employment after January 1, 2010, the City shall contribute 2% of top step Firefighter-Paramedic base salary into a Retiree Health Savings (RHS) Account and the employee shall also contribute 2% of top step Firefighter-Paramedic base salary into the same account. In the event an employee's salary is not sufficient to contribute the 2%, no City or employee contribution will be made until such time as the salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

Employees hired into City employment on or before January 1, 2010, will contribute \$5,000 to an RHS account each July 31st in the form of a sick leave conversion of hours.

4.2.4 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Participation in a plan is voluntary and the administrative fees to participate in the plan are the responsibility of employees.

The City will make a monthly contribution of 0.83% of base salary to a deferred compensation plan.

4.2.5 *Flexible Spending Account for Health and Dependent Care Reimbursement (125)*

The City will continue to offer a Section 125 Plan pursuant to the IRS Code.

City shall establish annual enrollment period for the Section 125 Plan and each employee must re-enroll if he/she wishes to participate in the Section 125 Plan for the following calendar year. 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 but agrees to coordinate all changes through the Employee Benefits Committee.

4.3 LIFE INSURANCE

The City will pay the full premium cost for enrollment in the group term insurance plans for employees represented by this bargaining unit. The basic plan provides \$150,000 of group term life insurance and \$150,000 of AD&D benefit.

4.4 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. 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 \$7,500 per month through the City's CIGNA coverage.

Members of the Chief Officer's Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

4.5 DENTAL PLAN

- A. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- B. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- C. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement. The City will add the full cost of the dental premium as a paid benefit by the City to the Full Flex Cafeteria Plan enrollment form.
- D. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

4.6 RETIREMENT

4.6.1 *City Paid Employee Retirement*

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

Employees represented by this bargaining group 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 5.1.5. of this M.O.U.).

4.6.2 *Retirement Plans*

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employees' single highest year of compensation with a 3% COLA.

Safety members hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55, calculated based on the average of their highest consecutive three years of compensation, with a 2% COLA benefit cap.

Safety employees hired 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 2.7%@57 plan for Safety members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

4.6.3 *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. Safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.6.4 *Additional Pension Funding*

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue sick leave benefits. Employees may use accrued sick leave, if necessary, during their probationary period. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual sickness or disability.

5.1.2 Administration of Sick Leave

An employee eligible for sick leave with pay will be granted such leave with the approval of the Fire Chief for the following purposes: Personal illness or illness within the immediate family (immediate family is defined based on California Paid Sick Leave law as employee's spouse, registered domestic partner, children and/or employee's parents, in-laws, siblings, grandchild and grandparents) or physical incapacity resulting from causes beyond the employee's control; or Enforced quarantine of the employee in accordance with community health regulations. Except that an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary.

The employee is required to notify the Fire Chief according to department rules and regulations at the beginning of his/her workday if said employee will be absent under the provisions of sick leave. Every employee who is absent from his/her duties for two (2) consecutive days, under the provisions of sick leave, shall file with the Human Resources Director, if so requested, a verification in the form of a physician's certificate or the employee's personal affidavit, verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, up to and including dismissal.

In recognition of exempt status from FLSA, time off for Sick leave purposes shall not be deducted from employee's accrual unless the employee is absent for the full workday.

5.1.3 Sick Leave Accrual

Represented employees working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 37.5-hour work week shall earn sick leave credits at the rate of 7.5 hours per month.

Accrual of sick leave for usage purposes is unlimited. The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 37.5-hour work week and 1,680 hours for employees working a 56-hour work week.

5.1.4 Sick Leave Service Credit Option

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael on or after February 1, 2007 and within 120 days of leaving City employment (excludes deferred retirement) shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.5 – Sick Leave Payoff).

5.1.5 Sick Leave Payoff

Employees who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. Sick leave payoff would be subject to a maximum of 600 hours for 37.5 hour per week employees and 840 hours for 56-hour per week employees, subject to the 3% per year formula noted above. In the event of the death of an employee, payment for unused sick leave based upon the previously stated formula shall be paid to the employee's designated beneficiary.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue vacation leave benefits. Employees shall be eligible to use accrued vacation leave after six (6) months of employment, subject to the approval of the Fire Chief.

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:

For 37.5 hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	15 days or 112.5 hours	4.69 hours
6 Years	16 days or 120 hours	5.00 hours
7 Years	17 days or 127.5 hours	5.31 hours
8 Years	18 days or 135 hours	5.63 hours
9 Years	19 days or 142.5 hours	5.94 hours
10 Years	20 days or 150 hours	6.25 hours
11 Years	21 days or 157.5 hours	6.56 hours
12 Years	22 days or 165 hours	6.88 hours
13 Years	23 days or 172.5 hours	7.19 hours
14 Years	24 days or 180 hours	7.5 hours
15+ Years	25 days or 187.5 hours	7.81 hours

For 56-hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	7.5 shifts or 180 hours	7.5 hours
6 Years	8 shifts or 192 hours	8 hours
7 Years	8.5 shifts or 204 hours	8.5 hours
8 Years	9 shifts or 216 hours	9 hours
9 Years	9.5 shifts or 228 hours	9.5 hours
10 Years	10.0 shifts or 240 hours	10 hours
11 Years	10.5 shifts or 252 hours	10.5 hours
12 Years	11 shifts or 264 hours	11 hours
13 Years	11.5 shifts or 276 hours	11.5 hours
14 Years	12 shifts or 288 hours	12 hours
15+ Years	12.5 shifts or 300 hours	12.5 hours

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Fire Chief, may advance vacation credits to any eligible employee, except that if the employee leaves City employment before accruing the used vacation leave said employee will reimburse the City for the advanced vacation leave.

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

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, shall be determined by the Fire Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays falls within an annual vacation leave, such holidays shall not be charged as vacation leave, unless the employee is on a schedule to be paid for designated holidays in lieu of days off.

5.2.4 *Vacation Accrual Cap*

At any time during each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 265 hours for 37.5 hour per week employees and 396 hours for 56-hour per week employees. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations (i.e., extended medical leave) request an increase in their cap. Each request would need to be in writing, submitted through the department, and receive the approval of the Fire Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

If an employee exceeds the accrued vacation balance (cap) as a result of being on extended leave pursuant to Labor Code Section 4850, those accrued hours would be carried forward and the employee would be allowed to use the additional accrued hours without penalty. In no event will an employee have their vacation hours reduced as a result of exceeding the cap due to having been off on Labor Code 4850 time as a result of an industrial injury, if the time off due to an industrial injury prevented them from taking scheduled vacation.

5.2.5 *Vacation Payoff*

Upon termination of employment by resignation, retirement, or death, employees who leave the municipal service in good standing shall receive compensation of all accrued unused vacation leave earned prior to the effective date of leaving their City position. In the event of the death of an employee, payment for unused vacation leave shall be paid to the employee's designated beneficiary.

5.3 HOLIDAYS

5.3.1 *Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day**
Washington's Birthday*	Veteran's Day
Lincoln's Birthday*	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving

Memorial Day
Independence Day

Christmas

Notes:

*For employees working a 37.5-hour work week, Washington's and Lincoln's birthdays are combined as President's Day; with that said, employees shall receive one floating holiday.

**A floating holiday is provided in lieu of Admission's Day off.

7.5 hours for these floating holidays are automatically added to an employee's Floating Holiday accrual on a semi-annual basis.

5.3.2 Holiday Pay

All 56 hour a week shift employees represented by this Association are entitled to additional straight time compensation for every holiday given above. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Holiday pay formula will be based on a 56-hour work week (2,912 hour year for calculating the hourly rate for a twelve hour day).

5.4 OTHER LEAVE

5.4.1 Administrative Leave

Represented employees working a 37.5-hour work week shall receive ten (10) Administrative Leave days (75 hours) each calendar year (56-hour work week represented employees shall receive 5.0 shifts [120 hours]) subject to the approval of the department head. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee accrual, unless the employee is absent for the full workday.

5.4.2 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, ~~brother, sistersibling~~, in-law(s), grandparent, grandchild 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 three (3) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of out of state bereavement leave may be granted to attend the funeral.

In those cases where the death involves an individual who had such a relationship with the employees, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Fire Chief as part of the request for bereavement leave.

5.4.3 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to

serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

5.4.4 Workers Compensation Leave

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2 for qualifications regarding use of accrued sick leave.

5.4.5 Military Leave

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.6 Leave of Absences Without Pay

Leave of absences without pay (for non-medical reasons which are covered by Section 5.4.7.) may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave so granted is not a right but an authorized privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the Appointing Authority. All other applicable leaves must be exhausted and no vacation, sick leave, or any other paid benefit shall be accrued or used during such leave. The Fire Chief, as Appointing Authority, may grant up to 30 days of leave without pay depending upon the merit of the case. Any leave without pay in excess of 30 days may only be granted upon the recommendation of the Fire Chief and approval of the City Manager and may not exceed a total of six months.

5.4.7 Family Medical Leave

Such leave shall be in accordance with applicable State and Federal law.

5.4.8 Catastrophic Leave

Association members shall abide by City Policy.

5.4.9 Absence Without Authorized Leave

An unauthorized absence of an employee for three consecutive work days may result in an investigation as to the circumstances of the situation and disciplinary action up to and including termination, if warranted.

5.5 ACCRUAL BALANCE ADJUSTMENT

When a member moves from a 56-hour work week assignment to a 37.5-hour work week assignment, accrued vacation, sick, and administrative leave hour balances will be multiplied by .67 to determine new leave balances.

When a member moves from a 37.5-hour work week assignment to a 56-hour work week assignment, accrued vacation, sick, and administrative leave hours will be multiplied by 1.49 to determine new leave balances.

This does not apply to temporary reassignments.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 WORK WEEK

The established work week for suppression employees covered by this Memorandum of Understanding shall consist of a fifty-six (56) hour workweek with a three (3) platoon system. A work shift shall be defined as twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set shall be defined as two twenty-four hour shifts worked consecutively.

Suppression employees work a fifty-six (56) hour work week in twenty-four (24) hour shifts within a twenty-four (24) day cycle as listed below (commonly referred to as the "2 X 4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift.

The established workweek for 37.5-hour employees shall be negotiable between the Employee and the Fire Chief, with the final schedule determined by the Fire Chief's approval.

6.2 HOURLY RATE

The hourly rate for personnel covered by this MOU shall be based on 1950 annual work hours for represented job classes working a 37.5-hour work week and 2912 annual work hours for represented job classes working a 56-hour work week.

6.3 OVERTIME

Employees in the FLSA exempt classifications of Administrative Chief/Fire Division Chief or Battalion Chief will be paid overtime for additional days authorized and worked in excess of their regular work week schedule provided that:

1. The employee is assigned to overtime relief duty as shift commander, Strike Team Leader, or other authorized emergency overhead assignment; and
2. The Fire Chief has authorized the overtime work in writing and in advance of the performance of the work. The overtime authorized in this section will be paid at time and one half of the 56-hour rate, regardless of whether the employee normally works a 37.5 hour or 56-hour schedule.

6.4 CONTRACTUAL OVERTIME LEAVE

With the Fire Chief's approval, contractual Overtime Leave, in lieu of overtime pay, may be taken subject to the following rules:

6.4.1 *Accrual Limit*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may accrue up to 75 hours of Contractual Overtime Leave after which said employee must accept overtime pay in lieu of accruing additional Contractual Overtime Leave.

6.4.2 *Overtime Rate*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may elect to accrue Contractual Overtime Leave on an hour for hour basis subject to the limitations in Section 6.4.1. Employees who elect Contractual Overtime Leave must take the time off and will be paid based on the 37.5-hour rate when the Contractual Overtime Leave time is taken.

6.5 SPECIALTY ASSIGNMENT

If through mutual agreement with the Fire Chief operations personnel are assigned to the 37.5-hour work schedule, as opposed to the 56-hour schedule, for assignments such as training, fire prevention, or other administrative functions, such employee shall receive five percent (5%) premium pay. The length of the assignment shall be based on mutual agreement between the employee and the Fire Chief. When an employee filling a specialty assignment works overtime beyond the regularly scheduled work day as a shift commander, strike team leader or other authorized emergency overhead assignment, the five percent (5%) specialty assignment premium pay will not will be paid on the overtime hours.

6.6 SELECTION

6.6.1 Selection Process

The City's Human Resources Department shall be responsible for the administration of all recruitments.

6.6.2 Referral Process

All qualified candidates, based upon competitive examination, shall be placed on the Eligibility List for the appropriate job classification. The Fire Chief shall have the authority of "the Rule of the List" and all candidates on a current Eligibility List shall be eligible for referral to the Fire Chief for final selection.

6.6.3 Battalion Chief Qualifications

In addition to other qualifications described in the Fire Department's Career Development Guide, qualifications for candidates for Chief Officer positions represented by this Association in the Fire Department will include three (3) years of line captain experience or two (2) years of line captain experience if appointed to an acting assignment.

6.7 PROBATIONARY PERIOD

6.7.1 Purpose of Probation

Each employee shall serve a period of probation beginning on the date of initial appointment to their position. The purpose of probation shall be to determine the employee's ability to perform satisfactorily the duties prescribed for the position, prior to the employee entering regular status.

6.7.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.7.3 Rejection During Probation

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

6.7.4 *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.

6.7.5 *Notification of Extension or Rejection*

On determining that a probationary employee's work is not satisfactory, the Fire Chief shall notify the Human Resources Director in writing of his/her intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her extension or rejection.

6.7.6 *Regular Status*

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

6.7.7 *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 certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which the employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.7.8 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion and all previous rights and privileges restored. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

6.8 PERSONNEL RULES & REGULATIONS

6.8.1 *Drug & Alcohol Policy*

SRFCOA agree to adhere to the Drug and Alcohol Policy as outlined in the San Rafael Firefighters' Association contract.

6.8.2 *Outside Employment Policy*

Association members shall abide by City's policy dated June 27, 2007.

6.8.3 *Temporary Light (Modified) Duty Policy Statement*

SRFCOA agrees to follow the City of San Rafael's Modified Light Duty Work Policy dated June 6, 2008.

6.8.4 *No Smoking/Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired before 7/1/08 will not be allowed to smoke or use tobacco products as follows:

1. While inside any City of San Rafael structure or space
2. While inside any City/Fire Department vehicle
3. While in public when on-duty or in uniform
4. In compliance with State and local ordinance

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

6.8.5 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Fire Chief Officers' Association.

6.9 MISCELLANEOUS

6.9.1 *Return of City Equipment*

Upon termination of employment, all tools, equipment, and other city property assigned to any employee shall be returned to the Fire Department.

6.9.2 *Political Activity*

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

6.9.3 *Staffing Levels*

Any changes in the current staffing levels of positions represented by this Association will be subject to meet and confer.

6.9.4 *Career Development Program*

The San Rafael Fire Chief Officers' Association agrees to the Career Development Guidelines as written.

6.9.5 *Gym Reimbursement*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall be reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 *Demotion*

The Fire Chief may demote an employee when the following occurs:

- a. The employee fails to perform his/her required duties.
- b. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Demotion pursuant to Section 7.1.1 (a) shall be deemed disciplinary action and as such shall be handled according to the provisions of the Section titled "Disciplinary Action" of this Memorandum of Understanding.

7.1.2 Suspension

On the recommendation of the Fire Chief, the City Manager 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 the Section titled Disciplinary Action of this Memorandum of Understanding and provisions for exempt status employees.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

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

7.2.2 Termination/ Demotion - Lack of work or funds

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.6, Reduction in Force, of this Memorandum of Understanding.

7.2.3 Termination - Disciplinary Reasons

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2.4 Termination - Probation

The rejection of an employee during his/her initial probationary period is covered in Article 7.3, Probationary Period, of this Memorandum of Understanding.

7.2.5 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.

7.3 DISCIPLINARY ACTION

7.3.1 Authority

The City shall have the right to discharge or discipline any 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 in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

7.3.2 Definition

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay. Any disciplinary action taken shall be consistent with the provisions of the Fair Labor Standards Act as it relates to exempt employees.

7.3.3 Causes for Disciplinary Action

The City may discipline or discharge an employee for the following:

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- e. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior towards (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuse of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, horseplay or brawls.
- o. Dishonesty or theft.
- p. 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.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.
- s. Other acts inimical to the public service.
- t. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.4 Appeals

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedures Act and this Memorandum of Understanding. If an employee feels he or she has been unjustly disciplined/discharged, he or she shall have the right to appeal his or her case through the appropriate procedure established in this Memorandum of Understanding. Such appeal must be filed with the City Manager by the employee in writing within ten (10) working days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

7.3.5 Proceeding Heard by City Manager

The appellant may submit the appeal directly to the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

7.3.6 City Manager and Arbitration

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

A hearing before the arbitrator shall be held within 60 calendar days of selection of the arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The arbitrator shall ~~hear rule on the merits of~~ each party's case as presented during the hearing and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding Article 1.3 and Article 1.5 of this M.O.U.), or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3. Policy 1-VI-3 is specifically incorporated by reference. Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable.

7.4.2 Initial Discussion

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Fire Chief. If the issue is not resolved within ten (10) working days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

7.4.3 Referral to City Manager

Any employee or any official of the Association may notify the City Manager and Fire Chief in writing that a grievance exists, and in such notification state the particulars of the grievance, and, if possible, what remedy or resolution is desired.

No grievance may be processed under Section 7.4.4 below which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved ten (10) working days after it has been submitted to the City Manager in writing may be referred to the next step.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 City Manager and Arbitration

If the grievance is not resolved in the previous Section 7.4.3 of this Memorandum of Understanding, the grievant, the Association, or the City, after completion of the previous step in the grievance procedure, may submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within ten (10) working days to select a mutually acceptable arbitrator. The selection process will include a review of the arbitrator's availability for the hearing. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 calendar days of selection of the arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City. No Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

7.5 FURLOUGH PROGRAM

The employees of this Association endorse the Furlough Program described in Exhibit "B" attached to this Memorandum of Understanding.

7.6 REDUCTION IN FORCE

7.6.1 Authority

The Fire Chief 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.

7.6.2 Notice

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

7.6.3 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.

7.6.4 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 classifications 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 of regular status in City service shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.6.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, 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.

7.6.6 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 7.6.2, but no longer than the effective date of such layoff or reduction.

7.7 RE-EMPLOYMENT

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.7.5 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.

7.7.6 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.

SAN RAFAEL FIRE CHIEF OFFICERS’ ASSOCIATION:

CITY OF SAN RAFAEL:

Matt Windrem, Battalion Chief

Cristine Alilovich, Assistant City Manager

Kyle Hamilton, Battalion Chief

Sylvia Gonzalez-Shelton, HR Operations Mgr

Date

Date



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval: _____

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL AND SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the Memorandum of Understanding between the City of San Rafael and San Rafael Police Mid-Management Association pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024).

BACKGROUND:

The San Rafael Police Mid-Management Association (“SRPMMA”) currently represents 6 full-time positions in the San Rafael Police Department. The most recent Memorandum of Understanding (“MOU”) for SRPMMA expired on June 30, 2020 and was extended by side letter through June 30, 2021. Over the past few months, representatives of the City and SRPMMA have met in good faith to negotiate the terms of a successor MOU. The City and SRPMMA reached a tentative agreement on June 22, 2021, for a three-year successor MOU and SRPMMA membership subsequently ratified the tentative agreement.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the tentative agreement between the City and SRPMMA. In addition to the economic items, some operational items were also addressed in the tentative agreements, all of which can be found in the attached draft successor MOU.

1. **Term of the Agreement:** July 1, 2021 through June 30, 2024
2. **Salary Increase:** Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

position in the bargaining unit. The salary schedule included in the attached draft successor MOU authorizes the proposed new salary for each position.

- a. Year 1: Value of a 4% base wage increase for the bargaining group, effective July 1, 2021
- b. Year 2: Value of a 4% base wage increase for the bargaining group, effective July 1, 2022
- c. Year 3: Value of a 4% base wage increase for the bargaining group, effective July 1, 2023

3. Non-Economic Items: In addition to items discussed above, tentative agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft MOU includes all of the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Educational Incentive (Section 3.3.2): Incorporating side letter agreement language regarding education pay.
- Sick Leave (Section 5.1.3): Update familial relationships under definition of “immediate family” to be more in line with definition under California Paid Family Leave.
- City Manager and Arbitration (section 7.3.3): Update language to allow the mutually acceptable Arbitrator to provide an alternative recommendation for disciplinary action in addition to the ability to affirm or reject the City’s form of discipline.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 6 FTE positions represented by SRPMMA is \$ \$2,227,022. The additional ongoing incremental cost of the successor MOU beyond the FY 20/21 budget is:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>
Wages:			
Base Salary	\$42,589	\$44,292	\$46,064
Other costs:			
Pension*	\$33,032	\$34,353	\$35,727
Taxes (Medicare, W/C)	<u>\$ 4,710</u>	<u>\$ 4,898</u>	<u>\$ 5,094</u>
Total Incremental Cost:	\$80,331	\$83,543	\$86,885

**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.*

While the incremental cost is \$80,331 for fiscal year 2021-2022, \$83,543 for fiscal year 2022-2023, and \$86,885 for fiscal year 2023-2024, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is \$494,964 for the three-year term. The increase in compensation included in this resolution is in line with the City’s current budget projections. Funding for these positions is provided for in the City’s General Fund.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and San Rafael Police Mid-Management Association.
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the Memorandum of Understanding between the City of San Rafael and San Rafael Police Mid-Management Association pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024).

ATTACHMENTS:

- Draft MOU (with track changes) between City of San Rafael and San Rafael Police Mid-Management Association for July 1, 2021 to June 30, 2024 (and all attachments).

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

JULY 1, 2021~~18~~ - JUNE 30, 2024~~20~~

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Exhibit A Salary Schedule for September 1, 20~~21~~¹⁸ – June 30, 20~~20~~²⁰

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

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

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representative 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, 20~~21~~¹⁸ and ending June 30, 20~~21~~²⁰.

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 the San Rafael Police Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City's Personnel Ordinance, City's Personnel Rules and Regulations, City's Administrative Procedures, and Police Department Rules & Regulations, General Orders and Procedures.

1.1.2. Term of MOU

This agreement shall be in effect from July 1, 20~~21~~¹⁸ through June 30, 20~~21~~²⁰.

1.2. RECOGNITION

1.2.1. Bargaining Unit

City hereby recognizes the Association as the bargaining representative for purposes of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Police Mid-Management Association Bargaining Unit (as referenced in Exhibit A attached).

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 who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU (Article 7.4).

1.3.2. Bargaining Unit Discrimination

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

1.4. INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

1.5. EXISTING LAWS, REGULATIONS & POLICIES

This MOU is subject to all applicable laws.

1.6. STRIKES & LOCKOUTS

During the term of this MOU, the City agrees that it will not lock out employees, and the Association agrees that it will not encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Association 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 MOU shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall 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, regulations, ordinance or resolution, which are not specifically superseded by this MOU, 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 MOU 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, not as to

wages or fringe benefits during the period of the term of this MOU. 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 for a proposed MOU between the parties to be effective on or after July 1, 20~~20~~²⁴.

2 MMBA

2.1. BARGAINING UNIT RIGHTS

2.1.1. Bargaining Unit Stewards Designation

The Association shall by written notice to the City Manager designate certain of its members as Employee Representatives.

2.1.2. Release Time

One hundred (100) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Police Chief. Any additional hours shall be granted only with ten days advance notice and approval of the Police Chief.

2.1.3 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will provide the new employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.

2.1.4 Employee Information

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

2.2. DUES DEDUCTION

2.2.1. Collection of Dues

The City agrees, upon written consent of the employee involved, to deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the City along with a list of employees who have had said dues deducted.

2.2.2. Dues Collection during Separation from Employment

The provisions specified above shall not apply during periods of separation from the representative bargaining 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 representative bargaining unit. The term separation includes transfer out of the bargaining unit, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.3. MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed 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 or non-existence of facts which are the basis of the management decision.
3. To determine the necessity of 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, relocation's and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract my 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 similar non-disciplinary reasons.
11. To establish and modify productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel rules and Regulations.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Personnel Rules and Regulations.
15. To determine policies, procedures and standards for selection, training, and promotion of employees.
16. To establish employee performance standards including, but not limited to quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

2.4. COMMENCEMENT OF NEGOTIATIONS

Both parties agree to begin the meet and confer process no later than February 1, 2024~~18~~, regarding the terms and conditions applicable to an MOU effective July 1, 2024~~18~~. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

The City embraces the succession planning model and values promotion from within. The City recognizes that this model works best when the salary ranges and total compensation align appropriately. Due to the fact that Police Sergeants are eligible to receive both overtime and a variety of specialty pays, and Police Lieutenants and Captains are limited in these areas, the current alignment is not optimal. Thus, the viability of the succession plan model is compromised. The City recognizes that there is a compaction issue between the Lieutenants and Sergeants when considering the various special pay differentials that are applied to the Sergeant pay. The City agrees to utilize the expertise of a classification and compensation consultant to conduct a total compensation survey of the Sergeant, Lieutenant and Captain job classes with comparable agencies. The City commits to complete the study and for staff to recommend an implementation plan to City Council by June 30, 2017. If adjustments are warranted, SRPMMA positions will be prioritized as funds are available.

3.1.1. Pay Dates

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

3.1.2. General Wage Increase

In the Year 1, compensation increases will take effect the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later.

In Year 1, the City will provide a 1.6% general salary increase plus a 2.4% equity adjustment (4% total);

In Year 2, the City will provide a 1.6% general salary increase plus a 2.4% equity adjustment (4% total); and,

In Year 3, the City will provide a 1.6% general salary increase plus a 2.4% equity adjustment (4% total).

~~For the term of this agreement, the following base salary increases shall be applied on the identified effective date:~~

~~Effective the pay period including September 1, 2018 or upon approval by the City Council, whichever is latest, , the City will increase base wages for all employees by 2.0%.~~

~~Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.~~

~~3.1.3. One-Time Payments~~

~~The following one-time payment is limited to the two years cited in this agreement, is not scheduled to recur in the future, and will be prorated for part-time employees:~~

~~Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$8,000 in exchange for the elimination of section 4.7.5 Deferred Compensation from the MOU. This payment is subject to normal payroll taxation.~~

~~The \$8,000 payment will be split as follows: \$4,000 will be paid with the first pay period in January 2019 or upon approval by the City Council, whichever is latest, and \$4,000 will be paid with the first pay period in January 2020. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.~~

- ~~1. NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$2,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.~~

3.1.4.3.1.3. Definitions

Total Compensation 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.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2016 and each October thereafter during the term of the contract.

3.1.5.3.1.4. Compensation Plan

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

Each position within the classified services shall be allocated to an appropriate classification in the compensation plan on the basis of duties and responsibilities. Each classification shall be assigned a five-step salary range with corresponding ascending salary rates assigned to each step. 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. The Police Chief may authorize a position at an appropriate higher salary when, in his/her opinion, it is necessary to obtain qualified personnel. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of his/her duties. Salary step advancement shall be made only upon the recommendation of the Police Chief concerned, with the approval of the City Manager or his/her designee, and are not automatic, but based on acceptable work performance.

Accelerated salary step increases may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager for exceptional job performance.

3.2.3. Merit Increases

Employees at the maximum step of their salary step schedule may be granted a merit performance step increase of up to five percent (5%) above and beyond their top salary step. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn after the specified period of time and is not a disciplinary action and is not appealable. Merit step increases may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

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

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A five percent (5%) shift differential shall be paid for Police Lieutenant regularly scheduled to work fifty percent (50%) or more of their shift after 5:00 p.m.

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. The current operational policies and provisions for shift rotation and assignment remain in effect.

3.3.2. Educational Incentive

The Educational Incentive for Police Captain and Police Lieutenant who have received their POST Management Certificate will be a flat dollar amount of \$264.50 bi-monthly.

The Educational Incentive for Police Captain and Police Lieutenant is included in the base salary.

3.3.3. Educational Expense Reimbursement

The Educational Expense Reimbursement Program shall apply to all employees of the Police Department represented by this contract who have completed a total of two (2) or more continuous years of full-time service with the San Rafael Police Department. The Educational Expense Reimbursement Program shall relate to the completion of college credits while off-duty for job-related courses awarded from an accredited community college or an accredited college or an accredited university. Job-related courses are defined as those which contribute to current job performance or prepare the employee for other City positions, including but not limited to obtaining bilingual skills. An eligible employee who takes a job-related course during off-duty hours at an accredited institution of learning shall be eligible to receive reimbursement for the costs of tuition, fees, and course materials, up to a maximum of \$1,500 per fiscal year.

~~3.3.3.3.4.~~ Bilingual Pay

Full Fluency Program

A five percent (5%) bilingual pay incentive shall be paid to designated bilingual employees at the full fluency level

Conversational Fluency Program

A two and one-half percent (2.5%) bilingual pay incentive shall be paid to designated employees who speak Spanish at the conversational level.

Foreign Language Pay Provisions

The City will pay, in advance, for any authorized training or educational costs related to an employee becoming fluent in a foreign language up to an amount equal to the cost of the industry standard. Employees enrolled in such bilingual training are obligated to reimburse the City through payroll deductions over a period of three (3) years for one half the cost of any such education after the completion of such course. The employee is obligated to reimburse the City for the full amount of such education costs if he/she drops out of the education program or does not successfully pass the certification test. In the event an employee must reimburse the full amount, reimbursement shall be through payroll deductions over the course of three (3) years or in full upon separation.

Within the limits established in items 1 and 2 of this section, to qualify for either the Full or Conversational Programs, employees must be certified as proficient in a language deemed to be of work related value to the Police Department as determined by the Police Chief and approved by the City Manager by established standards. It is agreed that full fluency or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or fluency certification issued by an agency approved by the Police Chief. Conversational proficiency certification may be obtained by an employee achieving a Certificate of Completion from One Twelve USA, or passing a departmental conversational test, or a conversational certification issued by an agency approved by the Police Chief.

Fluency in more than one foreign language does not entitle an employee to more than the 5% bilingual pay differential. Both parties agree to annual re-certification of proficiency to continue eligibility for the bilingual differential.

Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

3.3.4.3.3.5. *Uniform Allowance*

The represented classification will receive a uniform allowance of \$885.00 for each six (6) months of service ending June 30 and December 31. A pro-rated portion of the allowance may be given for the first and last six (6) months of service upon recommendation of the Police Chief and approval of the City Manager or their designee.

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, SEIU-Childcare, Western Council of Engineers, Local 1 – Confidential, Police, Fire, Management, and Mid-Management employees.

The Employee Benefits Committee may make recommendations for changes to existing benefits. However, changes to benefits identified in this agreement shall only occur after the City and Association have mutually agreed to meet and confer on such changes and have completed the meet and confer process, including impasse resolution.

4.2 HEALTH & WELFARE

Upon reasonable advance notice to the Association, the City shall have the option 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 for active or retired employees from those benefits available under the PERS program; and provided further such contracting shall not

cause a material increase in premiums for either the City or the employees. There shall be no requirement for the City to meet and confer upon the City's exercising the option described above in accordance with the provisions of this paragraph.

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan. The ongoing monthly flex dollar allowance shall be:

For employee only:	\$ 813.18
For employee and one dependent:	\$1,473.00
For employee and two or more dependents:	\$1,915.00

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum 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. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage and any remaining balance would be converted to taxable income.

4.2.2 Retirees Health Insurance

Employees represented by the Police Mid-Management Association 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 by the City before January 1, 2010.** The City shall make a monthly retiree health insurance payment 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 monthly payment shall not exceed \$566 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.
- b. **Employees hired by the City 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, 4.2.2b, 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.

4.2.3 Health and Dependent Care Spending Accounts

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

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- c. Premium Only Plan: Excess Medical 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 annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. 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.

4.3 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective care (80/20) per patient per calendar year and orthodontic coverage (50/50); and 80/20 coverage of casts, crowns, and restorations in accordance with the plan document of the provider. The coverage limits are as follows:

- Annual Program maximum (per covered person) is \$1500
- Maximum lifetime orthodontics (per covered person) is \$1,000
- Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

4.4 VISION PLAN

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

4.5 LIFE INSURANCE

The City shall pay premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$150,000 life insurance and a \$150,000 AD&D benefit.

4.6 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. 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 \$7,500 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.

Effective the pay period including September 1, 2013, all current and future "classic" and "new" bargaining unit members shall contribute an additional 1% of pensionable compensation to MCERA, over and above the employee's contribution noted above. The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all classic safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This shall be based on an employee's single highest year of compensation.

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 shall be based on an employee's single highest year of compensation.

Safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

Non-safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

New safety members as defined by the Public Employees' Pension Reform Act of 2013 shall receive pension benefits as defined by law.

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).

4.7.4 Pension Costs

The parties shall discuss pension issues during the term of this MOU utilizing the Labor-Management Committee process memorialized in Section 6.6.5 of this agreement.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave shall not be considered as a privilege which an employee may use at his/her 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 Police Chief according to department Rules and Regulations at the beginning of his/her daily duties. Every employee who is absent from his/her duties for two (2) consecutive work days shall file with the Human Resources Director, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, including dismissal.

In recognition of exempt status from FLSA, time off for sick leave purposes shall not be deducted from the employee's account, unless the employee is absent for the full work day.

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 an amount not to exceed twelve hundred (1200) hours. The sick leave accrual rate is prorated for eligible part time employees. The cap on sick leave accrual, twelve hundred (1200) hours, does not apply for accrual purposes but does apply for sick leave separation payoff purposes.

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 or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, registered domestic partner, ~~dependent~~ children, and/or employee's parents, ~~not~~-in-laws, grandparent, grandchild and/or sibling), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace officer.

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 have 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 are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 2002, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.6 Compensation for Unused Portion (Sick leave Payoff)).

5.1.6 Compensation for Unused Portion

By resignation, retirement or death, an employee who leaves the City in good standing shall receive compensation for all accrued, unused sick leave based upon the rate of three percent (3) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued 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 Police Chief.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full time employee (part-time regular employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Police Chief, may advance un-accrued vacation to any permanent regular and part time employee. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employees' accrual, unless the employee is absent for the full work day.

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, shall be determined by the Police Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays fall within an annual vacation leave, such holidays 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.

5.2.4 Vacation Cap

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

Employees may, for special situations (i.e., extended medical leave), request an increase in their cap. Each request would need to be in writing, submitted through the department, and receive the approval of the Police Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition over the cap be extended beyond one additional year.

5.3 HOLIDAYS

The following holidays will be observed:

New Years Day	Martin Luther King Day
Washington's Birthday	Lincoln's Birthday
Cesar Chavez Day	Memorial Day
Independence Day	Labor Day
Admission Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

5.4 OTHER LEAVE

5.4.1 Administrative Leave

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

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

5.4.2 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, ~~brother, sister~~sibling, in-laws, grandparent, grandchild 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 three (3) days of ~~accrued sick~~paid bereavement leave within the state and up to five (5) days of ~~accrued sick~~paid bereavement leave out-of-state may be granted for bereavement leave.

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 Police Chief as part of the request for bereavement leave.

5.4.3 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 Police Chief and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.4 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 City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

5.4.5 Leave of Absence Without Pay

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

without pay. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

5.4.6 Industrial Injury Leave

For benefits under Workers' Compensation, an employee should report any on the job injury to his/her supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources Department coordinates benefits for Workers' 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 Workers' 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.

SAFETY EMPLOYEES

Compensation leave payments are governed by Labor Code Section 4850. Labor Code Section 4850 provides that employees who sustain an industrial injury which precludes them from working are eligible to receive full salary for a period of up to one year during the period of such disability.

The following rule applies to both Safety and Non-Safety personnel who have suffered an 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 a 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, the 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.

5.4.7 Medical Leave of Absence

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the Police Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if requested. Sick leave usage is to be consistent with the sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked for the City of San Rafael for at least 12 months and have worked a minimum of 1,250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

5.4.8 Absence without Authorized Leave

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

5.4.9 Catastrophic Leave

All employees of the Police Department should refer to the Citywide Catastrophic Leave Policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>).

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

6.1.1 Alternative Work Week

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

Schedule	Definition
4-10	Four (4) consecutive ten (10) hour days with three (3) consecutive days off.
5-8	Five (5) consecutive eight (8) hour days with two (2) consecutive days off.

The Police Chief reserves the right to change schedules based on emergency circumstances.

6.2 OVERTIME

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

6.2.1 Special Events, Extra Duty Requests and Grant Operations

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or his/her designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

6.3 PROBATIONARY PERIOD

6.3.1 Purpose of Probation

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.

6.3.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.3.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Police Chief without the right of appeal.

6.3.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of his/her intention to reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of his/her rejection.

6.3.5 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.

6.3.6 Regular Status

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

6.3.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher classification provided he/she is certified from the appropriate Eligibility 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.

6.3.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion and all previous rights and privileges restored. 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.

6.4 PERSONNEL RULES & REGULATIONS

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

6.4.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.4.2 Drug and Alcohol Policy

The City and Association jointly recognize alcoholism and drug abuse as illnesses which may be treatable. The parties are concerned regarding alcoholism and drug problems which cause poor attendance and unsatisfactory employment related performance and/or which may pose a danger to employees or the public. Therefore, the City and Association endorse the concept of a drug free work place.

Possession and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, or being under the influence of drugs or alcohol while on the job is strictly prohibited.

Employees violating this policy are subject to discipline, up to and including termination. When reasonable cause (relates to readiness and/or ability to perform job responsibilities) exists, the City may require employees to submit to a medical examination, including but not limited to a urine or blood analysis, to determine whether the employee is using drugs or alcohol. Said testing shall occur on City time and be paid for by the City. An employee's failure to submit to a medical examination will be considered an act of insubordination and, therefore, subject to disciplinary action.

Depending on the circumstances causing the order for medical examination, employees testing positive may be subject to discipline, up to and including termination. Upon being informed that the employee tested positive, the employee may request a meeting with the Human Resources Director and the Police Chief to review the test results and provide the employee's explanation for such results.

Employees are encouraged to voluntarily participate in the City sponsored employee assistance program (EAP). However, EAP participation may be a City-mandated alternative to disciplinary action arising out of a violation of the City's drug and alcohol policy.

As a course of participating in the EAP on a mandated basis, an employee may be required to enter into a "return to work agreement" with the City. Said agreement shall stipulate ongoing freedom from drug and/or alcohol use as a condition of continued employment.

Employees who seek voluntary assistance for alcohol and/or substance abuse will not be disciplined for seeking such assistance. Requests from employees to the Police Chief for such assistance shall remain confidential and shall not be revealed to other employees or management personnel who do not have a need to know, without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

An employee who is disciplined/discharged for inappropriate alcohol and/or drug use may appeal such action pursuant to Section 7.4.4 of the Memorandum of Understanding.

6.4.3 Outside Employment Policy

All employees of the Police Department should refer to the Citywide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.4.4 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.

6.4.5 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.

6.4.6 Use of City Vehicle

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

6.4.7 *Temporary Modified Duty Policy*

The purpose of this temporary modified duty program is to minimize the loss of productive time, while at the same time reintroducing the employee to work sooner to prevent deterioration of skills, facilitate recovery and reduce income loss. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified duty assignment.

1. Coverage

Any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness will be covered by this modified duty program.

2. Determination/Required Reports

- a. Modified Duty assignments may be made following evaluation and determination by the Police Chief. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determination will also be based on the needs of the City and the impact of modified duty departmental operations.
- b. After the initial report, updated medical reports shall be submitted to the Police Chief at two-week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether or not a modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified duty assignments will be within the employee's assigned department and will involve work which is consistent with the duties of the employee's classification.
- d. When feasible, modified duty assignments will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee will be assigned modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- e. Specific modified duty assignments will be developed based upon a case by case review of the medical restrictions, so as not to aggravate or incur an injury or illness.
- f. Employees will not be placed in modified duty assignments that, in the normal course of events, will require that they provide direct field emergency response.

4. Holidays/Vacations

- a. Holidays shall be observed in accordance with the modified duty assignment work hours and work week. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take the holiday off, so shall the modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation

for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.

- b. Employees assigned to modified duty shall take their assigned (selected) vacation as normally scheduled. Vacations shall cover the same number of duty and calendar days as would have been enjoyed by the employee if they had remained on full duty. Employees may reschedule their assigned (selected) vacation with the approval of the Police Chief, provided the rescheduling does not result in increased costs or lost time to the City for relief personnel to cover the rescheduled vacation.

5. Return to Full Duty

Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of his or her classification.

6.5 MISCELLANEOUS

6.5.1 Gratuities / Solicitation of Contributions

All employees of the Police Department should refer to Departmental Rules and Regulations 300.48 and 300.50 for the rules and procedures related to gratuities/solicitation.

6.5.2 Return of City Equipment

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

6.5.3 Political Activity

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

6.5.4 Employment of Relatives

The City retains the right:

1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating adverse impact on supervision, safety, security or morale.
2. To refuse to place both parties to a relationship in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

6.5.5 Gym Reimbursement

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

6.5.6 Public Safety Center Fitness Program

PURPOSE AND SCOPE:

The purpose of this policy is to establish guidelines for employees utilizing the Public Safety Center (PSC) fitness facility. The Department requires all those electing to use the PSC fitness facility to adhere to the conditions and policies as described in this policy. Persons who do not meet the conditions as described in this directive will be deemed to be engaging in activities outside the scope of their employment, and the City shall not have any liability for injuries or losses resulting from such activities. The City will not accept responsibility for injuries incurred as a result of recreational exercise/activities or competitive events.

PROCEDURES:

It is the position of the City to encourage a high level of physical fitness among police personnel. To assist employees in achieving this goal, the Department has implemented an on-duty work-out policy for all San Rafael Police employees.

A. On-Duty Participation:

1. On-duty participation is defined as one hour of on-duty time for the purpose of exercise.

B. Exercise time and use of the PSC fitness facility may not begin until the Waiver and Release of Liability form has been read, signed, and filled out for all employees.

C. Use of the Public Safety Center fitness facility by Participants:

1) All personnel, regardless of assignment, may use the PSC fitness facility for workouts between the hours of 0500hrs to 2200hrs.

2) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.

3) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.

D. The PSC fitness facility is the only approved and authorized on-duty work out facility:

1) On duty exercise must take place within the PSC so employees can remain available for emergencies or return to their duty assignment in the event exigencies arise. Employees must be prepared to change into uniform without undue delay if necessary.

2) The PSC fitness facility is located on the second floor. This area is close to the sleeping quarters of the firefighters and police employees should respect the shared area appropriately.

E. On duty exercise time shall be utilized in lieu of a meal break. Personnel participating in an on-duty work out will remain personally responsible for sustenance at their desk as time permits in the balance of their workload.

F. Provisions of the on-duty exercise policy that are specifically related to personnel assigned to Patrol are as follows:

1) On-duty exercise time is approved by the Watch Commander or his/ her designee only when the shift is above minimum staffing. Due consideration must be given to staffing and activity levels. Exercise time may be canceled at the discretion of the Watch Commander (or designee). The Watch Commander's decision regarding on-duty exercise cannot be grieved.

2) No more than one (1) employee from patrol may exercise on-duty at any given time. When on-duty, there shall only be one (1) on-duty patrol officer in the workout room at a time.

3) A police radio shall be audible inside the PSC fitness facility any time patrol personnel are exercising. Patrol personnel shall respond to their call sign when called from communications.

4) Participants assigned to patrol wishing to use on-duty time for exercise must request the desired time at the beginning of the shift. Requests may also be made a shift in advance. Seniority will be used to determine exercise times.

- 5) Reports and calls for service have priority over exercise time. No work-related assignments should remain pending while working out unless they can be completed in a timely manner without incurring overtime.
- 6) Personnel participating in on-duty workouts shall not be permitted to do so in conjunction with briefing at the beginning of their shift or proximate to the completion of their shift. On-duty workouts may only take place at the direction and with approval of the Watch Commander (or designee).
- 7) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
- 8) During Field Training, neither the Field Training Officer (FTO) nor the Officer in Training (OIT) may utilize the PSC fitness facility on-duty.

G. Employees are required to immediately report any injuries or serious illnesses while using the PSC fitness facility to their supervisor:

H. Miscellaneous provisions of the on-duty exercise policy:

- 1) No exercise program hours will be carried over from one day to the next.
- 2) Performance issues, at the discretion of the Chief of Police, may be the basis for an individual being denied permission to participate in on-duty exercise.
- 3) Break periods (rest breaks) cannot be used to extend exercise time.
- 4) The provisions and implementation of this on-duty exercise policy will not be subject to challenge or grievance by employees.

INJURIES OR SERIOUS ILLNESSES:

Employees are required to immediately report all injuries or serious illnesses that require medical attention. Following such an injury, exercise privileges will be suspended immediately until further notice. Determination of when an injured participant may resume exercise activity will be at the discretion of the Chief of Police or his/her designee following a complete review of the injury report. This determination will be based on the nature of the injury and the health/fitness needs of the individual.

- a) An injured employee may be required to submit a memo detailing their injury/illness and obtain clearance in writing from the attending physician prior to resuming exercise activities.
- b) Once cleared to resume physical fitness activities, the injured participant will follow the exercise prescribed without deviation. Deviation from the prescribed exercise program may result in disqualification from using the PSC fitness facility on-duty and off-duty.
- c) Those participants whose injury/illness requires a "light duty" status may use the PSC fitness facility following a clearance by their attending physician. Exercise activity will be limited to the fitness program prescribed.
- d) Failure to immediately report any injury or illness resulting from working out in the PSC fitness facility may result in loss of facility use privileges both on and off duty.

OFF DUTY EXERCISE BY EMPLOYEES:

Employees may use the PSC fitness facility during their off-duty time under the following guidelines:

- a) Must read, sign, and submit the Waiver and Release of Liability form, which must then be authorized by the Chief of Police.
- b) Exercise sessions are on off-duty time only and there is no limit to how many times one can use the facility.
- c) Follow all safety rules.
- d) Follow all guidelines as described in this policy.
- e) Only SRPD employees are allowed to use the facility.

GENERAL SAFETY RULES:

- a) Proper warmup and cooldown activities are to be performed before and after weight training and cardiovascular workout sessions.
- b) All safety stops and mechanisms on exercise equipment must be properly adjusted before each use.
- c) All weight plates must be removed from the lifting bar and returned to the proper storage rack immediately after use.
- d) Proper athletic footwear and shirts must be worn while exercising in the PSC fitness facility.
- e) All injuries or exercise equipment needing repair should be reported to the Watch Commander immediately.
- f) Spotters are required for all heavy lifting. If no spotters are available, no heavy lifting will be allowed.

PROGRAM LENGTH:

- a) This will be a pilot program for six (6) months. At the end of the six months, the program will be evaluated by the Chief of Police to determine if the program should continue and/or be modified.
- a)b) If at any time during the program the Chief of Police determines that it is detrimental to the functioning of the department, the Chief may cancel the program. The Chiefs decision to cancel the program will not be subject to challenge or grievance.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The City Manager or his/her designee may demote an employee when the following occurs:

- a. The employee fails to perform his/her required duties.
- b. The need for a position which an employee fills no longer exists;
- c. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications of the position at the time of demotion.

When the action is initiated by the City Manager or his/her designee, 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 City Manager 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 his/her immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the City Manager and the Human Resources Department.

7.2.2 Termination - Layoff

The City Manager or his/her designee may terminate an employee because of changes in duties or organization, abolition 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 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

The City shall have the right to discharge or discipline any 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 in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

The City may discipline or discharge an employee for the following:

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record including tardiness, overstaying lunch or break periods.

- e. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotic or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuse of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, or brawls.
- o. Dishonesty or theft.
- p. 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.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.
- s. Other acts inimical to the public service.

7.3.2 Appeals

If an employee feels he or she has been unjustly disciplined/discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (appellant) may submit the appeal directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the employee (appellant) shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the arbitrator's schedule does not so permit. The arbitrator shall ~~hearnot have the power to amend or modify either party's position but shall rule on the merits of~~ each party's case as presented during the hearing, and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. Decisions of the Arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to the arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually selected by the City and the Association.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding.

7.4.2 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Police Chief or with such management official as the Police Chief may designate. If the issue is not resolved within five (5) working days in the Department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification of which he or she is assigned, the procedures hereafter specified may be invoked.

7.4.3 Referral to the City Manager

Any employee or any official of the employee organization which have been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance, may notify the City Manager and Police Chief in writing that a grievance exists and, in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired.

No grievance may be processed under Section 7.4.4 below which has not first been heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the next step.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 City Manager and Arbitration

If the grievance is not resolved in the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.5 REDUCTION IN FORCE

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or

re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Re-employment Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

The name of any person laid off shall continue on the appropriate Re-employment Eligible List for a period of one (1) year after it is placed thereon. The names of any eligible employees on a Re-employment Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT
ASSOCIATION:**

CITY OF SAN RAFAEL:

Dan Fink, Police Lieutenant

Cristine Alilovich, Assistant City Manager

Scott Eberle, Police Lieutenant

Sylvia Gonzalez-Shelton, HR Operations Mgr

Date

Date

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2021

Exhibit A

Grade	Position	A	B	C	D	E
6103	POLICE CAPTAIN (Benchmark)	\$12,804	\$13,444	\$14,116	\$14,822	\$15,563
6110	POLICE LIEUTENANT	\$11,336	\$11,903	\$12,498	\$13,123	\$13,779

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2022

Exhibit A

Grade	<u>Position</u>	A	B	C	D	E
6103	POLICE CAPTAIN (Benchmark)	\$13,316	\$13,981	\$14,681	\$15,415	\$16,185
6110	POLICE LIEUTENANT	\$11,789	\$12,379	\$12,998	\$13,648	\$14,330

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2023

Exhibit A

Grade	<u>Position</u>	A	B	C	D	E
6103	POLICE CAPTAIN (Benchmark)	\$13,848	\$14,541	\$15,268	\$16,031	\$16,833
6110	POLICE LIEUTENANT	\$12,261	\$12,874	\$13,518	\$14,194	\$14,903



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Sylvia Gonzalez-Shelton,
Human Resources Operations Manager

City Manager Approval: 

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL AND SEIU LOCAL 1021 & FURLOUGH REIMBURSEMENT SIDE LETTER

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SEIU LOCAL 1021 (JULY 1, 2021 THROUGH JUNE 30, 2024)

RECOMMENDATION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and SEIU Local 1021 pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

BACKGROUND:

SEIU Local 1021 represents 125.36 full-time equivalent (FTE) positions in departments across the City. The most recent Memorandum of Understanding (“MOU”) for SEIU expired on June 30, 2020 and was extended by side letter through June 30, 2021. Over the past several months, representatives of the City and SEIU have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SEIU Local 1021 reached a tentative agreement on June 24, 2021, for a three-year successor MOU and SEIU Local 1021 membership subsequently ratified the tentative agreement.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the agreement between the City and SEIU. In addition to the economic items, some operational items were also addressed in the final agreement, all of which can be found in the attached draft successor MOU.

1. **Term of the Agreement:** July 1, 2021 through June 30, 2024
2. **Salary Increase:** Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each position in the bargaining unit. The salary schedule included in the attached draft successor MOU authorizes the proposed new salary for each position.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- a. Year 1: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2021
- b. Year 2: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2022
- c. Year 3: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2023

- 3. New Positions:** During successor MOU negotiations, the City proposed a reorganization of the Finance Department and the Digital Service and Open Government Department. Certain SEIU classifications were proposed to be deleted and added through the reorganization. The Parties satisfied their obligations to meet and confer over the impacts of the City's planned reorganization in good faith and in accordance with the Meyers-Millias-Brown Act ("MMBA") and agreed to the reorganization implementation steps via a side letter agreement. The new position classification/job descriptions and salary ranges are included in the attachments to the proposed MOU.
- 4. Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all the changes agreed to by the parties.

Furlough Repayment Side-Letter

In addition to the attached draft successor MOU, a draft template side letter is attached that outlines the terms mutually agreed upon by the City and SEIU regarding the repayment of the furlough which was implemented in fiscal year 20-21. In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. In anticipation of dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Year-end review of the FY 20/21 budget shows that the City's projected revenue losses anticipated due to the pandemic fortunately did not materialize as expected and the City is projecting a financial surplus for fiscal year 20-21. As a result, the City is in a financial position at this time to issue repayments to employees who were furloughed over the last year. The circumstances that make it possible for the City to reimburse employees for the furlough are extremely unique in nature and this one-time reimbursement for FY 20-21 is non-precedential. The City will issue a one-time re-payment equal to the actual furlough reduction amount taken by each employee in the bargaining group for FY 20/21. The City already made MCERA pension contributions on each employee's regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will not make any additional contributions to Classic or PEPRAs employees' pensions and the repayment amount is subject to normal payroll taxation. The individual furlough repayment amounts range from approximately \$350 - \$5,500, depending upon the individual position.

At the July 19, 2021 City Council meeting when staff presents the successor MOU for approval to the City Council, staff will also present a resolution and a final side letter with SEIU seeking City Council authority to approve the total amount of the furlough reimbursement.

FISCAL IMPACT:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

The current total annual salary and benefit cost to the City for the 125.36 FTE employees of SEIU Local 1021 is \$16,654,895. The additional ongoing incremental cost of the successor MOU beyond the FY 21/22 budget is:

	<u>Incremental FY 2021-22</u>	<u>Incremental FY 2022-23</u>	<u>Incremental FY 2023-24</u>
Wages:			
Base Salary	\$348,866	\$339,611	\$329,770
Other costs:			
Pension*	\$164,806	\$160,441	\$156,365
Taxes (Medicare, W/C)	<u>\$ 20,014</u>	<u>\$ 19,524</u>	<u>\$ 19,298</u>
Total Incremental Cost:	\$533,686	\$519,576	\$505,433

**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.*

While the incremental cost is \$533,686 for fiscal year 2021-2022, \$519,576 for fiscal year 2022-2023, and \$505,433 for fiscal year 2023-24, the increases are compounding and therefore the projected wages and other costs total \$3,145,643 for the three-year term. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and SEIU Local 1021 and a resolution seeking approval of the Furlough Reimbursement Side Letter.
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the successor Memorandum of Understanding between the City of San Rafael and SEIU Local 1021 pertaining to compensation and working conditions (July 1, 2021 through June 30, 2024) and a resolution seeking approval of the Furlough Reimbursement Side Letter.

ATTACHMENTS:

1. Draft MOU (with track changes) between City of San Rafael and SEIU Local 1021 for July 1, 2021 to June 30, 2024 (and all attachments).
2. Draft Furlough Reimbursement Side Letter

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SEIU Local 1021

JULY 1, 20~~11~~18 - JUNE 30, 202~~1~~40

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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, 20~~2118~~ and ending June 30, 20~~2120~~.

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, 20~~2118~~ through June 30, 20~~2120~~

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 30 minutes, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Union. The City and the Union intend that time (i.e., up to 30 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.

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 and personal email address 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.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

City agrees, ~~upon written consent of the employee involved,~~ 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 Agency Shop~~

~~The parties hereto recognize that within the Agency shop provisions of this agreement, unit employees may opt to join the union or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the Union will discriminate against any employee because of the exercise of their statutory rights. The Union agrees to its obligation to represent all of the employees in the unit fairly and equally, without regard to their membership in the Union.~~

~~Therefore, effective August 1, 1992, any employee of the City as of August 1, 1992, who is a member of the Union on August 1, 1992, or who subsequently joins, and all employees in the Unit hired on or after that date or who do not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, as a condition of employment, shall pay an agency fee to the Union. If an employee does not make application for membership within the prescribed time, the employee shall be notified by the City or Union that he or she is required by the collective bargaining Agreement to pay an agency fee to the Union. To accomplish that, the employee will be asked to prepare an application card. If the employee refuses to complete an application card, the default option shall be an automatic enrollment as an agency fee payer. The City shall deduct the agency fee from that employee's paycheck.~~

~~Note: The Union is obligated to annually inform the City of the fair share amount.~~

~~The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.~~

2.2.42.2.3 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). 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 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, 2021, a 1.6% general salary increase plus 1.65% equity adjustment (a 3.25% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).
- Effective July 1, 2023, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).

Administrative Assistant II

- Effective July 1, 2021, a 1.6% general salary increase plus 1.65% equity adjustment (a 3.25% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).
- Effective July 1, 2023, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).

Associate Planner

- Effective July 1, 2021, a 1.6% general salary increase plus 2.4% equity adjustment (a 4% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 2.15% equity adjustment (a 3.75% total wage increase).
- Effective July 1, 2023, a 1.6% general salary increase plus 1.65% equity adjustment (a 3.25% total wage increase).

Library Assistant II

- Effective July 1, 2021, a 1.6% general salary increase plus 2.4% equity adjustment (a 4% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 2.15% equity adjustment (a 3.75% total wage increase).

- Effective July 1, 2023, a 1.6% general salary increase plus 1.65% equity adjustment (a 3.25% total wage increase).

Parking Enforcement Officer

- Effective July 1, 2021, a 1.6% general salary increase plus 1.65% equity adjustment (a 3.25% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).
- Effective July 1, 2023, a 1.6% general salary increase plus 1.4% equity adjustment (a 3% total wage increase).

Street Maintenance Supervisor

- Effective July 1, 2021, a 1.6% general salary increase plus 2.10% equity adjustment (a 3.70% total wage increase).
- Effective July 1, 2022, a 1.6% general salary increase plus 1.9% equity adjustment (a 3.50% total wage increase).
- Effective July 1, 2023, a 1.6% general salary increase plus 1.9% equity adjustment (a 3.50% total wage increase).

Individual classification salary increase percentages may be lower or higher than the percentages listed below, based on the amount of labor market adjustment agreed to for each position in the bargaining unit. The salary schedule attached as Exhibit A authorizes the proposed new salary for each classification.

- Year 1: Value of a 3.5% base wage increase for the bargaining group, effective July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later;
- Year 2: Value of a 4% base wage increase for the bargaining group, effective July 1, 2022;
- Year 3: Value of a 4% base wage increase for the bargaining group, effective July 1, 2023.

~~Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2.0%.~~

~~Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2.0%.~~

~~Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit "A".~~

~~3.1.3 — One-Time Payment~~

~~The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:~~

~~Employees represented by the bargaining group will receive a one-time, non-pensionable Expedited Bargaining Payment of \$4,000 split as follows: \$2,000 issued as a separate check on July 31, 2018, or with the first full pay period following Council ratification of a new MOU, whichever occurs later, and \$2,000 issued as a separate check on July 31, 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.~~

~~NOTE: The one-time, non-pensionable payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, a half-time (.5 FTE) employee will receive \$1,000.~~

3.1.43.1.3 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.

3.1.53.1.4 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 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.

3.1.63.1.5 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 his/her 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 his/her duties.

3.2.3 *Merit Increases*

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance 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.

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 he/she 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.

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 his/her 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 release from the court or hearing office.

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 his/her 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 – 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 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.

3.5.3 *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 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).

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.

3.5.4 *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.

3.5.5 ~~Sewer and~~ *Garage Employees Uniform Maintenance Program*

Uniform shirts, pants and coveralls will be provided. The City installed laundered facilities on-site and ~~laundered for~~ the maintenance employees of the ~~Sewer and~~ Garage work units will self-launder 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.

~~3.5-6~~ 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.

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 per 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

3.5-73.5.8 *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.

3.5-83.5.9 *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.

3.5-93.5.10 *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 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. The monthly flex dollar allowance effective the paycheck of December 15, ~~2017~~ shall be:

For employee only:	\$ <u>757.96780.93</u>
For employee and one dependent:	\$ <u>1,433.741,477.20</u>
For employee and two or more dependents:	\$ <u>1,571.091,618.71</u>

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 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.

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 75 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 \$5,000 life insurance and a \$5,000 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 his or her 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 his/her 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 after six (6) months of employment 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	Hours Per Month
1	75.000 hours	6.2500
2	75.000 hours	6.2500
3	75.000 hours	6.2500
4	112.500 hours	9.3750
5	117.867 hours	9.8222
6	123.234 hours	10.2695
7	128.601 hours	10.7167
8	133.968 hours	11.1640
9	139.335 hours	11.6110
10	144.702 hours	12.0580
11	150.000 hours	12.5000
12	157.500 hours	13.1250
13	165.000 hours	13.7500
14	172.500 hours	14.3750
15	180.000 hours	15.0000
16 plus	187.500 hours	15.6250

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 his/her 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.

5.2.4 *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.

5.3 HOLIDAYS

5.3.1 *Paid Holidays*

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

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

By written agreement between 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
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 two (2) floating holidays. Floating holidays not used 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*

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

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.

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 his/her 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.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. 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. 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 36-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.

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 ~~Call-Back~~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 employee eligible for standby covering holidays, the City and Union acknowledge standby eligibility shall rotate at 12:00 a.m. (midnight) on each Wednesday of the week.

Weekend duty will start at 12:00 midnight on Friday and will end 12:00 a.m. on Monday. On holidays during the week, duty will start at 12:00 a.m. on the designed holiday and will end at 12:00 a.m. 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.

The City shall assign the Sewers Maintenance Supervisor a vehicle to commute to and from work and their place of residence.

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.

6.4.26.4.3 *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.

6.4.36.4.4 *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.

6.4.46.4.5 *Standby Residency and ~~Pagers~~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. ~~Pagers and/or e~~Cell phones shall be provided to those persons on standby. Standby duty is assigned on a rotating basis assignments will rotate based on seniority and availability.

A Miscellaneous or Supervisory Unit employee within the residency area shall be considered eligible for standby duty ~~from 12:00 midnight on the first day of standby duty to 12:00 midnight on the last day of standby duty.~~ This includes all holidays that may fall within that the assigned standby duty period. ~~At the end of this period, standby duty is then assigned to the next employee on the list.~~

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 ~~lottery 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, he/she is 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 intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify employee in writing of his/her 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 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 promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her 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.

6.9 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.

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 his/her required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he/she does 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 his/her 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 his 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, he/she 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 he/she may call, recall and examine witnesses, as he/she 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.

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 he or she 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.

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:



Tiffany Crain
SEIU Chief Negotiator

Joel Evans-Fudem
SEIU Field Representative

Andrea Zanetti
SEIU Regional Director

John Stead-Mendez, Executive Director
SEIU Local 1021

Kenny Gatlin, SEIU Bargaining Team Member

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

CITY OF SAN RAFAEL:

Tim Davis, Lead Negotiator
Burke Williams Sorensen

Cristine Alilovich
Assistant City Manager

Sylvia Gonzalez-Shelton
HR Operations Manager

Thomas Wong
Analyst

Date

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2021

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,033	\$ 6,334	\$ 6,651	\$ 6,983	\$ 7,333
7240	Accountant II	\$ 6,335	\$ 6,651	\$ 6,984	\$ 7,333	\$ 7,700
7200	Accounting Assistant I	\$ 4,394	\$ 4,614	\$ 4,844	\$ 5,086	\$ 5,341
7201	Accounting Assistant II	\$ 4,840	\$ 5,082	\$ 5,336	\$ 5,603	\$ 5,883
TBD	Senior Accounting Assistant*	\$ 5,324	\$ 5,591	\$ 5,870	\$ 6,164	\$ 6,472
7299	Accounting Technician	\$ 6,034	\$ 6,336	\$ 6,653	\$ 6,986	\$ 7,335
7205	Administrative Analyst	\$ 5,647	\$ 5,930	\$ 6,226	\$ 6,537	\$ 6,864
7211	Administrative Assistant I	\$ 4,554	\$ 4,782	\$ 5,021	\$ 5,272	\$ 5,536
7212	Administrative Assistant II	\$ 5,021	\$ 5,272	\$ 5,536	\$ 5,813	\$ 6,104
7295	Senior Administrative Assistant	\$ 5,407	\$ 5,677	\$ 5,961	\$ 6,259	\$ 6,572
7216	Administrative Assistant to the City Clerk	\$ 5,407	\$ 5,677	\$ 5,961	\$ 6,259	\$ 6,572
7210	Assistant Planner	\$ 6,387	\$ 6,707	\$ 7,042	\$ 7,394	\$ 7,764
7208	Associate Planner	\$ 7,049	\$ 7,402	\$ 7,772	\$ 8,160	\$ 8,568
7217	Building Inspector I	\$ 5,788	\$ 6,077	\$ 6,381	\$ 6,700	\$ 7,035
7218	Building Inspector II	\$ 6,387	\$ 6,707	\$ 7,042	\$ 7,394	\$ 7,764
7475	Building Technician I	\$ 4,991	\$ 5,241	\$ 5,503	\$ 5,778	\$ 6,067
7220	Business License Examiner	\$ 5,081	\$ 5,335	\$ 5,602	\$ 5,882	\$ 6,176
7222	Code Enforcement Official I	\$ 4,637	\$ 4,869	\$ 5,112	\$ 5,368	\$ 5,636
7223	Code Enforcement Official II	\$ 5,116	\$ 5,372	\$ 5,641	\$ 5,923	\$ 6,219
7380	Code Enforcement Official III	\$ 6,076	\$ 6,380	\$ 6,699	\$ 7,034	\$ 7,386
2119	Construction Inspector - SRSD	\$ 6,291	\$ 6,606	\$ 6,936	\$ 7,283	\$ 7,647
7224	Custodian	\$ 4,318	\$ 4,534	\$ 4,761	\$ 4,999	\$ 5,249
4210	Data Analyst I	\$ 6,525	\$ 6,851	\$ 7,193	\$ 7,553	\$ 7,931
4211	Data Analyst II	\$ 7,177	\$ 7,536	\$ 7,913	\$ 8,308	\$ 8,724
4212	Data Analyst III	\$ 7,895	\$ 8,290	\$ 8,704	\$ 9,139	\$ 9,596
7226	Deputy City Clerk	\$ 5,543	\$ 5,820	\$ 6,111	\$ 6,416	\$ 6,737
7120	Emergency Management Coordinator	\$ 5,230	\$ 5,492	\$ 5,766	\$ 6,055	\$ 6,357
7121	Environmental Management Coordinator	\$ 5,230	\$ 5,492	\$ 5,766	\$ 6,055	\$ 6,357
7232	Facility Repair Supervisor	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
7291	Facility Repair Worker I	\$ 4,879	\$ 5,122	\$ 5,379	\$ 5,647	\$ 5,930
7233	Facility Repair Worker II	\$ 5,380	\$ 5,649	\$ 5,932	\$ 6,228	\$ 6,540
7294	Facility Repair Worker III	\$ 5,790	\$ 6,080	\$ 6,384	\$ 6,703	\$ 7,038
7108	Fire Prevention Inspector I	\$ 7,314	\$ 7,680	\$ 8,064	\$ 8,467	\$ 8,890
7107	Fire Prevention Inspector II	\$ 8,063	\$ 8,466	\$ 8,889	\$ 9,334	\$ 9,800
7298	IT Help Desk Supervisor	\$ 7,177	\$ 7,536	\$ 7,913	\$ 8,309	\$ 8,724
7243	Librarian I	\$ 5,598	\$ 5,878	\$ 6,172	\$ 6,480	\$ 6,804
7244	Librarian II	\$ 5,880	\$ 6,174	\$ 6,483	\$ 6,807	\$ 7,147
2404	Library Aide	\$ 2,683	\$ 2,817	\$ 2,958	\$ 3,106	\$ 3,261
7246	Library Assistant I	\$ 3,686	\$ 3,870	\$ 4,064	\$ 4,267	\$ 4,480
7247	Library Assistant II	\$ 4,168	\$ 4,377	\$ 4,595	\$ 4,825	\$ 5,067

Exhibit A

2405	Library Tech Services Supervisor	\$ 5,329	\$ 5,596	\$ 5,876	\$ 6,169	\$ 6,478
7292	Literacy Program Supervisor	\$ 6,487	\$ 6,812	\$ 7,152	\$ 7,510	\$ 7,886
7249	Mail and Stores Clerk	\$ 3,936	\$ 4,132	\$ 4,339	\$ 4,556	\$ 4,784
7255	Network Analyst	\$ 6,526	\$ 6,852	\$ 7,195	\$ 7,554	\$ 7,932
7274	Network Support Technician	\$ 4,991	\$ 5,241	\$ 5,503	\$ 5,778	\$ 6,067
7285	Office Assistant I	\$ 3,748	\$ 3,935	\$ 4,132	\$ 4,338	\$ 4,555
7284	Office Assistant II	\$ 4,234	\$ 4,445	\$ 4,668	\$ 4,901	\$ 5,146
7256	Park Equipment Mechanic	\$ 5,651	\$ 5,934	\$ 6,230	\$ 6,542	\$ 6,869
7257	Parking Attendant I	\$ 2,145	\$ 2,253	\$ 2,365	\$ 2,484	\$ 2,608
7275	Parking Attendant II	\$ 2,363	\$ 2,481	\$ 2,605	\$ 2,735	\$ 2,872
6208	Parking Enforcement Officer	\$ 5,234	\$ 5,496	\$ 5,771	\$ 6,059	\$ 6,362
6212	Parking Equipment Technician	\$ 5,001	\$ 5,251	\$ 5,513	\$ 5,789	\$ 6,079
6209	Parking Maintenance & Collections	\$ 5,001	\$ 5,251	\$ 5,513	\$ 5,789	\$ 6,079
6211	Parking Operations Supervisor	\$ 6,875	\$ 7,218	\$ 7,579	\$ 7,958	\$ 8,356
7258	Parks & Graffiti Worker	\$ 4,536	\$ 4,763	\$ 5,001	\$ 5,251	\$ 5,513
2123	Parks Lead Maintenance Worker	\$ 5,790	\$ 6,080	\$ 6,384	\$ 6,703	\$ 7,038
7271	Parks Maintenance Supervisor	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
7236	Parks Maintenance Worker I	\$ 4,763	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789
7238	Parks Maintenance Worker II	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789	\$ 6,079
7296	Permit Services Coordinator	\$ 6,895	\$ 7,240	\$ 7,602	\$ 7,982	\$ 8,381
7261	Planning Technician	\$ 4,991	\$ 5,241	\$ 5,503	\$ 5,778	\$ 6,067
9453	Principal Planner	\$ 9,227	\$ 9,688	\$ 10,172	\$ 10,681	\$ 11,215
7234	Printing Press Operator	\$ 4,900	\$ 5,145	\$ 5,403	\$ 5,673	\$ 5,956
1201	Program Coordinator	\$ 5,245	\$ 5,508	\$ 5,783	\$ 6,072	\$ 6,376
7290	Public Works Dispatcher	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789	\$ 6,079
7263	Revenue Supervisor	\$ 7,697	\$ 8,082	\$ 8,486	\$ 8,910	\$ 9,355
2309	Senior Building Inspector	\$ 7,582	\$ 7,961	\$ 8,360	\$ 8,778	\$ 9,216
7219	Senior Building Technician	\$ 5,788	\$ 6,078	\$ 6,382	\$ 6,701	\$ 7,036
7265	Senior Library Assistant	\$ 4,377	\$ 4,596	\$ 4,826	\$ 5,067	\$ 5,321
7264	Senior Planner	\$ 7,977	\$ 8,376	\$ 8,795	\$ 9,234	\$ 9,696
2204	Sewer Lead Maintenance Worker	\$ 6,385	\$ 6,704	\$ 7,039	\$ 7,391	\$ 7,761
7266	Sewer Maintenance Worker I	\$ 5,124	\$ 5,381	\$ 5,650	\$ 5,932	\$ 6,229
7267	Sewer Maintenance Worker II	\$ 5,515	\$ 5,790	\$ 6,080	\$ 6,384	\$ 6,703
7281	Sewers Supervisor	\$ 7,218	\$ 7,578	\$ 7,957	\$ 8,355	\$ 8,773
7269	Shop & Equipment Supervisor	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
7280	Street Lead Maintenance Worker	\$ 5,790	\$ 6,080	\$ 6,384	\$ 6,703	\$ 7,038
7209	Street Maintenance Supervisor	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
7250	Street Maintenance Worker I	\$ 4,763	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789
7251	Street Maintenance Worker II	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789	\$ 6,079
7283	Street Sweeper Operator	\$ 5,251	\$ 5,514	\$ 5,789	\$ 6,079	\$ 6,383
7245	Supervising Librarian	\$ 6,487	\$ 6,812	\$ 7,152	\$ 7,510	\$ 7,886
8523	Supervising Parking Enforcement Officer	\$ 5,886	\$ 6,180	\$ 6,489	\$ 6,814	\$ 7,155
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,082	\$ 6,386	\$ 6,705	\$ 7,040	\$ 7,392
7286	Vehicle/Equipment Mechanic I	\$ 5,125	\$ 5,381	\$ 5,650	\$ 5,932	\$ 6,229
7287	Vehicle/Equipment Mechanic II	\$ 5,651	\$ 5,934	\$ 6,230	\$ 6,542	\$ 6,869
2131	Volunteer Program Assistant	\$ 5,058	\$ 5,311	\$ 5,576	\$ 5,855	\$ 6,148

*New classification approved with 2021-2024 MOU

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2022

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,213	\$ 6,524	\$ 6,850	\$ 7,193	\$ 7,553
7240	Accountant II	\$ 6,525	\$ 6,851	\$ 7,194	\$ 7,553	\$ 7,931
7200	Accounting Assistant I	\$ 4,526	\$ 4,752	\$ 4,990	\$ 5,239	\$ 5,501
7201	Accounting Assistant II	\$ 4,985	\$ 5,234	\$ 5,496	\$ 5,771	\$ 6,059
TBD	Senior Accounting Assistant*	\$ 5,484	\$ 5,758	\$ 6,046	\$ 6,348	\$ 6,666
7299	Accounting Technician	\$ 6,215	\$ 6,526	\$ 6,853	\$ 7,195	\$ 7,555
7205	Administrative Analyst	\$ 5,859	\$ 6,152	\$ 6,460	\$ 6,783	\$ 7,122
7211	Administrative Assistant I	\$ 4,691	\$ 4,925	\$ 5,172	\$ 5,430	\$ 5,702
7212	Administrative Assistant II	\$ 5,172	\$ 5,431	\$ 5,702	\$ 5,987	\$ 6,287
7295	Senior Administrative Assistant	\$ 5,569	\$ 5,848	\$ 6,140	\$ 6,447	\$ 6,769
7216	Administrative Assistant to the City Clerk	\$ 5,569	\$ 5,848	\$ 6,140	\$ 6,447	\$ 6,769
7210	Assistant Planner	\$ 6,627	\$ 6,958	\$ 7,306	\$ 7,671	\$ 8,055
7208	Associate Planner	\$ 7,314	\$ 7,679	\$ 8,063	\$ 8,466	\$ 8,890
7217	Building Inspector I	\$ 6,005	\$ 6,305	\$ 6,621	\$ 6,952	\$ 7,299
7218	Building Inspector II	\$ 6,627	\$ 6,958	\$ 7,306	\$ 7,672	\$ 8,055
7475	Building Technician I	\$ 5,179	\$ 5,438	\$ 5,709	\$ 5,995	\$ 6,295
7220	Business License Examiner	\$ 5,233	\$ 5,495	\$ 5,770	\$ 6,058	\$ 6,361
7222	Code Enforcement Official I	\$ 4,811	\$ 5,051	\$ 5,304	\$ 5,569	\$ 5,848
7223	Code Enforcement Official II	\$ 5,308	\$ 5,574	\$ 5,852	\$ 6,145	\$ 6,452
7380	Code Enforcement Official III	\$ 6,304	\$ 6,619	\$ 6,950	\$ 7,298	\$ 7,663
2119	Construction Inspector - SRSD	\$ 6,527	\$ 6,854	\$ 7,196	\$ 7,556	\$ 7,934
7224	Custodian	\$ 4,470	\$ 4,693	\$ 4,928	\$ 5,174	\$ 5,433
4210	Data Analyst I	\$ 6,769	\$ 7,108	\$ 7,463	\$ 7,836	\$ 8,228
4211	Data Analyst II	\$ 7,446	\$ 7,819	\$ 8,209	\$ 8,620	\$ 9,051
4212	Data Analyst III	\$ 8,191	\$ 8,600	\$ 9,030	\$ 9,482	\$ 9,956
7226	Deputy City Clerk	\$ 5,709	\$ 5,994	\$ 6,294	\$ 6,609	\$ 6,939
7120	Emergency Management Coordinator	\$ 5,413	\$ 5,684	\$ 5,968	\$ 6,266	\$ 6,580
7121	Environmental Management Coordinator	\$ 5,413	\$ 5,684	\$ 5,968	\$ 6,266	\$ 6,580
7232	Facility Repair Supervisor	\$ 7,116	\$ 7,471	\$ 7,845	\$ 8,237	\$ 8,649
7291	Facility Repair Worker I	\$ 5,049	\$ 5,302	\$ 5,567	\$ 5,845	\$ 6,137
7233	Facility Repair Worker II	\$ 5,569	\$ 5,847	\$ 6,139	\$ 6,446	\$ 6,769
7294	Facility Repair Worker III	\$ 5,993	\$ 6,293	\$ 6,607	\$ 6,938	\$ 7,284
7108	Fire Prevention Inspector I	\$ 7,588	\$ 7,968	\$ 8,366	\$ 8,784	\$ 9,223
7107	Fire Prevention Inspector II	\$ 8,365	\$ 8,783	\$ 9,223	\$ 9,684	\$ 10,168
7298	IT Help Desk Supervisor	\$ 7,446	\$ 7,819	\$ 8,210	\$ 8,620	\$ 9,051
7243	Librarian I	\$ 5,808	\$ 6,098	\$ 6,403	\$ 6,723	\$ 7,059
7244	Librarian II	\$ 6,101	\$ 6,406	\$ 6,726	\$ 7,062	\$ 7,415
2404	Library Aide	\$ 2,784	\$ 2,923	\$ 3,069	\$ 3,223	\$ 3,384
7246	Library Assistant I	\$ 3,824	\$ 4,015	\$ 4,216	\$ 4,427	\$ 4,648
7247	Library Assistant II	\$ 4,325	\$ 4,541	\$ 4,768	\$ 5,006	\$ 5,256

Exhibit A

2405	Library Tech Services Supervisor	\$ 5,529	\$ 5,806	\$ 6,096	\$ 6,401	\$ 6,721
7292	Literacy Program Supervisor	\$ 6,731	\$ 7,067	\$ 7,421	\$ 7,792	\$ 8,181
7249	Mail and Stores Clerk	\$ 4,054	\$ 4,256	\$ 4,469	\$ 4,693	\$ 4,927
7255	Network Analyst	\$ 6,771	\$ 7,109	\$ 7,464	\$ 7,838	\$ 8,230
7274	Network Support Technician	\$ 5,179	\$ 5,438	\$ 5,709	\$ 5,995	\$ 6,295
7285	Office Assistant I	\$ 3,860	\$ 4,053	\$ 4,256	\$ 4,469	\$ 4,692
7284	Office Assistant II	\$ 4,361	\$ 4,579	\$ 4,808	\$ 5,048	\$ 5,300
7256	Park Equipment Mechanic	\$ 5,849	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109
7257	Parking Attendant I	\$ 2,210	\$ 2,320	\$ 2,436	\$ 2,558	\$ 2,686
7275	Parking Attendant II	\$ 2,434	\$ 2,555	\$ 2,683	\$ 2,817	\$ 2,958
6208	Parking Enforcement Officer	\$ 5,391	\$ 5,661	\$ 5,944	\$ 6,241	\$ 6,553
6212	Parking Equipment Technician	\$ 5,176	\$ 5,435	\$ 5,706	\$ 5,992	\$ 6,291
6209	Parking Maintenance & Collections	\$ 5,176	\$ 5,435	\$ 5,706	\$ 5,992	\$ 6,291
6211	Parking Operations Supervisor	\$ 7,115	\$ 7,471	\$ 7,845	\$ 8,237	\$ 8,649
7258	Parks & Graffiti Worker	\$ 4,694	\$ 4,929	\$ 5,176	\$ 5,434	\$ 5,706
2123	Parks Lead Maintenance Worker	\$ 5,993	\$ 6,293	\$ 6,607	\$ 6,938	\$ 7,284
7271	Parks Maintenance Supervisor	\$ 7,116	\$ 7,471	\$ 7,845	\$ 8,237	\$ 8,649
7236	Parks Maintenance Worker I	\$ 4,930	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992
7238	Parks Maintenance Worker II	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992	\$ 6,292
7296	Permit Services Coordinator	\$ 7,153	\$ 7,511	\$ 7,887	\$ 8,281	\$ 8,695
7261	Planning Technician	\$ 5,179	\$ 5,438	\$ 5,709	\$ 5,995	\$ 6,295
9453	Principal Planner	\$ 9,573	\$ 10,051	\$ 10,554	\$ 11,082	\$ 11,636
7234	Printing Press Operator	\$ 5,047	\$ 5,300	\$ 5,565	\$ 5,843	\$ 6,135
1201	Program Coordinator	\$ 5,442	\$ 5,714	\$ 6,000	\$ 6,300	\$ 6,615
7290	Public Works Dispatcher	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992	\$ 6,292
7263	Revenue Supervisor	\$ 7,928	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636
2309	Senior Building Inspector	\$ 7,867	\$ 8,260	\$ 8,673	\$ 9,107	\$ 9,562
7219	Senior Building Technician	\$ 6,006	\$ 6,306	\$ 6,621	\$ 6,952	\$ 7,300
7265	Senior Library Assistant	\$ 4,541	\$ 4,768	\$ 5,007	\$ 5,257	\$ 5,520
7264	Senior Planner	\$ 8,276	\$ 8,690	\$ 9,124	\$ 9,581	\$ 10,060
2204	Sewer Lead Maintenance Worker	\$ 6,608	\$ 6,939	\$ 7,286	\$ 7,650	\$ 8,032
7266	Sewer Maintenance Worker I	\$ 5,304	\$ 5,569	\$ 5,847	\$ 6,140	\$ 6,447
7267	Sewer Maintenance Worker II	\$ 5,708	\$ 5,993	\$ 6,293	\$ 6,607	\$ 6,938
7281	Sewers Supervisor	\$ 7,470	\$ 7,844	\$ 8,236	\$ 8,648	\$ 9,080
7269	Shop & Equipment Supervisor	\$ 7,116	\$ 7,471	\$ 7,845	\$ 8,237	\$ 8,649
7280	Street Lead Maintenance Worker	\$ 5,993	\$ 6,293	\$ 6,607	\$ 6,938	\$ 7,284
7209	Street Maintenance Supervisor	\$ 7,116	\$ 7,471	\$ 7,845	\$ 8,237	\$ 8,649
7250	Street Maintenance Worker I	\$ 4,930	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992
7251	Street Maintenance Worker II	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992	\$ 6,292
7283	Street Sweeper Operator	\$ 5,435	\$ 5,707	\$ 5,992	\$ 6,292	\$ 6,606
7245	Supervising Librarian	\$ 6,731	\$ 7,067	\$ 7,421	\$ 7,792	\$ 8,181
8523	Supervising Parking Enforcement Officer	\$ 6,063	\$ 6,366	\$ 6,684	\$ 7,018	\$ 7,369
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,295	\$ 6,609	\$ 6,940	\$ 7,287	\$ 7,651
7286	Vehicle/Equipment Mechanic I	\$ 5,304	\$ 5,569	\$ 5,848	\$ 6,140	\$ 6,447
7287	Vehicle/Equipment Mechanic II	\$ 5,849	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109
2131	Volunteer Program Assistant	\$ 5,248	\$ 5,510	\$ 5,785	\$ 6,075	\$ 6,378

*New classification approved with 2021-2024 MOU

City of San Rafael
SEIU - SALARY SCHEDULE
Effective July 1, 2023

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,400	\$ 6,720	\$ 7,056	\$ 7,409	\$ 7,779
7240	Accountant II	\$ 6,720	\$ 7,057	\$ 7,409	\$ 7,780	\$ 8,169
7200	Accounting Assistant I	\$ 4,661	\$ 4,895	\$ 5,139	\$ 5,396	\$ 5,666
7201	Accounting Assistant II	\$ 5,134	\$ 5,391	\$ 5,661	\$ 5,944	\$ 6,241
TBD	Senior Accounting Assistant*	\$ 5,649	\$ 5,931	\$ 6,228	\$ 6,539	\$ 6,866
7299	Accounting Technician	\$ 6,402	\$ 6,722	\$ 7,058	\$ 7,411	\$ 7,782
7205	Administrative Analyst	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,003	\$ 7,353
7211	Administrative Assistant I	\$ 4,832	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873
7212	Administrative Assistant II	\$ 5,327	\$ 5,594	\$ 5,873	\$ 6,167	\$ 6,475
7295	Senior Administrative Assistant	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7216	Administrative Assistant to the City Clerk	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7210	Assistant Planner	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7208	Associate Planner	\$ 7,551	\$ 7,929	\$ 8,325	\$ 8,741	\$ 9,179
7217	Building Inspector I	\$ 6,200	\$ 6,510	\$ 6,836	\$ 7,178	\$ 7,536
7218	Building Inspector II	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7475	Building Technician I	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
7220	Business License Examiner	\$ 5,390	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552
7222	Code Enforcement Official I	\$ 4,967	\$ 5,215	\$ 5,476	\$ 5,750	\$ 6,038
7223	Code Enforcement Official II	\$ 5,481	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662
7380	Code Enforcement Official III	\$ 6,509	\$ 6,835	\$ 7,176	\$ 7,535	\$ 7,912
2119	Construction Inspector - SRSD	\$ 6,739	\$ 7,076	\$ 7,430	\$ 7,802	\$ 8,192
7224	Custodian	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623
4210	Data Analyst I	\$ 6,989	\$ 7,339	\$ 7,706	\$ 8,091	\$ 8,496
4211	Data Analyst II	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
4212	Data Analyst III	\$ 8,457	\$ 8,880	\$ 9,324	\$ 9,790	\$ 10,280
7226	Deputy City Clerk	\$ 5,880	\$ 6,174	\$ 6,483	\$ 6,807	\$ 7,147
7120	Emergency Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7121	Environmental Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7232	Facility Repair Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7291	Facility Repair Worker I	\$ 5,226	\$ 5,487	\$ 5,762	\$ 6,050	\$ 6,352
7233	Facility Repair Worker II	\$ 5,764	\$ 6,052	\$ 6,354	\$ 6,672	\$ 7,006
7294	Facility Repair Worker III	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7108	Fire Prevention Inspector I	\$ 7,835	\$ 8,226	\$ 8,638	\$ 9,070	\$ 9,523
7107	Fire Prevention Inspector II	\$ 8,637	\$ 9,069	\$ 9,522	\$ 9,998	\$ 10,498
7298	IT Help Desk Supervisor	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
7243	Librarian I	\$ 5,996	\$ 6,296	\$ 6,611	\$ 6,942	\$ 7,289
7244	Librarian II	\$ 6,299	\$ 6,614	\$ 6,945	\$ 7,292	\$ 7,656
2404	Library Aide	\$ 2,874	\$ 3,018	\$ 3,169	\$ 3,327	\$ 3,494
7246	Library Assistant I	\$ 3,948	\$ 4,146	\$ 4,353	\$ 4,571	\$ 4,799
7247	Library Assistant II	\$ 4,465	\$ 4,688	\$ 4,923	\$ 5,169	\$ 5,427

Exhibit A

2405	Library Tech Services Supervisor	\$ 5,709	\$ 5,994	\$ 6,294	\$ 6,609	\$ 6,939
7292	Literacy Program Supervisor	\$ 6,949	\$ 7,297	\$ 7,662	\$ 8,045	\$ 8,447
7249	Mail and Stores Clerk	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833	\$ 5,075
7255	Network Analyst	\$ 6,991	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,497
7274	Network Support Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
7285	Office Assistant I	\$ 3,976	\$ 4,175	\$ 4,383	\$ 4,603	\$ 4,833
7284	Office Assistant II	\$ 4,491	\$ 4,716	\$ 4,952	\$ 5,199	\$ 5,459
7256	Park Equipment Mechanic	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
7257	Parking Attendant I	\$ 2,276	\$ 2,390	\$ 2,509	\$ 2,635	\$ 2,767
7275	Parking Attendant II	\$ 2,507	\$ 2,632	\$ 2,764	\$ 2,902	\$ 3,047
6208	Parking Enforcement Officer	\$ 5,553	\$ 5,830	\$ 6,122	\$ 6,428	\$ 6,749
6212	Parking Equipment Technician	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,512
6209	Parking Maintenance & Collections	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,511
6211	Parking Operations Supervisor	\$ 7,364	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,951
7258	Parks & Graffiti Worker	\$ 4,859	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906
2123	Parks Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7271	Parks Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7236	Parks Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7238	Parks Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7296	Permit Services Coordinator	\$ 7,386	\$ 7,755	\$ 8,143	\$ 8,550	\$ 8,978
7261	Planning Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
9453	Principal Planner	\$ 9,884	\$ 10,378	\$ 10,897	\$ 11,442	\$ 12,014
7234	Printing Press Operator	\$ 5,199	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319
1201	Program Coordinator	\$ 5,619	\$ 5,900	\$ 6,195	\$ 6,505	\$ 6,830
7290	Public Works Dispatcher	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7263	Revenue Supervisor	\$ 8,166	\$ 8,574	\$ 9,002	\$ 9,453	\$ 9,925
2309	Senior Building Inspector	\$ 8,122	\$ 8,528	\$ 8,955	\$ 9,403	\$ 9,873
7219	Senior Building Technician	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178	\$ 7,537
7265	Senior Library Assistant	\$ 4,689	\$ 4,923	\$ 5,170	\$ 5,428	\$ 5,700
7264	Senior Planner	\$ 8,545	\$ 8,972	\$ 9,421	\$ 9,892	\$ 10,387
2204	Sewer Lead Maintenance Worker	\$ 6,840	\$ 7,182	\$ 7,541	\$ 7,918	\$ 8,314
7266	Sewer Maintenance Worker I	\$ 5,489	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,672
7267	Sewer Maintenance Worker II	\$ 5,907	\$ 6,203	\$ 6,513	\$ 6,839	\$ 7,180
7281	Sewers Supervisor	\$ 7,732	\$ 8,118	\$ 8,524	\$ 8,950	\$ 9,398
7269	Shop & Equipment Supervisor	\$ 7,365	\$ 7,733	\$ 8,120	\$ 8,525	\$ 8,952
7280	Street Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7209	Street Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7250	Street Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7251	Street Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7283	Street Sweeper Operator	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
7245	Supervising Librarian	\$ 6,949	\$ 7,297	\$ 7,662	\$ 8,045	\$ 8,447
8523	Supervising Parking Enforcement Officer	\$ 6,245	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,590
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,515	\$ 6,841	\$ 7,183	\$ 7,542	\$ 7,919
7286	Vehicle/Equipment Mechanic I	\$ 5,490	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,673
7287	Vehicle/Equipment Mechanic II	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
2131	Volunteer Program Assistant	\$ 5,418	\$ 5,689	\$ 5,973	\$ 6,272	\$ 6,586

*New classification approved with 2021-2024 MOU

**City of San Rafael
Employees represented by SEIU Local 1021
Classification/Compensation Summary: Benchmark Linkages**

	Current Benchmark	Linkage	
		Title	Grade Levels from Benchmark
A	Accounting Assistant II	Supervisor – Revenue	+16
		Accountant II	+11
		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
		Supervising Inspector	-2
		Programmer Analyst II	-3
		Assistant Planner	-4
		Building Inspector II	-4
		Fire Prevention Inspector I	-4.5
		Programmer Analyst I	-7
		Network Analyst	-7
		GIS Analyst	-7
		Building Inspector I	-8
		Code Enforcement Official III	-8
		Senior Building Technician	-8
		Administrative 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		
C	Parking Enforcement Officer	Supervising Parking Enforcement Officer	+12.5
		Parking Enforcement Officer	0
D	Library Assistant II	Supervising Librarian	+18
		Literacy Program Supervisor	+18
		Librarian II	+14
		Librarian I	+12
		Library Circulation Supervisor	+10
		Senior Library Assistant	+2
		Library Assistant II	0
Library Assistant I	-5		

Exhibit B

	Current Benchmark	Linkage	
		Title	Grade Levels from Benchmark
E	Secretary or 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
F	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
		Sewer Maintenance Worker III	-5
		Supervising Street Maintenance Worker	-7
		Parking Operations Supervisor	-7
		Vehicle/Equipment Mechanic II	-8
		Park Equipment Mechanic	-8
		Streets Lead Maintenance Worker	-9
		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.**

**Draft “Template” Side Letter
Between
SEIU Local 1021 (SEIU)
and
The City of San Rafael**

[Insert Date]

In response to the global COVID-19 pandemic that began in the spring of 2020, the City of San Rafael declared a local state of emergency. Additionally, and in accordance with Governor Gavin Newsom’s Executive Order(s), which severely curtailed and/or outright closed commercial establishments, the City temporarily closed its offices for an undetermined amount of time and established remote work options for its non-public safety workforce in order to continue serving the needs of the community. The City utilizes the services of HDL to provide sales tax forecasts and tax revenue projections. HDL advised the City in the Spring of 2020, that it should be prepared for unprecedented financial losses, in an amount upwards of \$12M over the next 18 months. In anticipation of these dire financial circumstances, the City exercised its management rights under MOU section 7.6 and implemented a Citywide furlough for all non-safety positions. Based on the best financial projections available at the time, it was necessary and prudent to implement the furlough in order to avoid the need to implement reductions in force in the future.

Two significant things changed during fiscal year 20-21:

1. In the fall of 2020, the Measure R passed, which is expected to increase the City’s annual sales tax revenues by approximately \$4M, which the City will begin receiving at the end of FY 20-21, and
2. In the first quarter of 2021, HDL’s sales tax revenue forecasts significantly changed for the better and the revenue losses initially expected due to the pandemic, luckily did not materialize.

Based on the two above changes in financial condition, the City is projecting a financial surplus for fiscal year 20-21, therefore the City is willing to issue repayments to employees who were furloughed over the last year. The City is pleased that it is in the financial position to do so.

The circumstances that make it possible for the City to reimburse employees for the furlough at this time are extremely unique in nature. The City retains the management right under MOU section 7.6 in the future to implement a furlough if needed. The City does not commit to any future reimbursement of the furlough monies and considers this one-time offer to reimburse the FY 20-21 as non-precedential. Thus, the City now grants to each employee in the bargaining group a one-time re-payment equal to the amount they would have received had the furlough not occurred. In exchange for receiving these funds, employees will not be entitled to 3 days of float under MOU section 7.6.2 subsection 4.

The furlough repayment amount for each employee will be calculated based on their individual actual furlough reduction amounts that were deducted from each employee’s paycheck during FY 20-21. The furlough repayment amounts range from approximately \$350 - \$5,500, depending upon the individual position. The City already made MCERA pension contributions on each employee’s regular (non-furloughed) payroll amount each pay period during FY 20-21, therefore the City will

not make any additional contributions to Classic or PEPRA employees' pensions and it is subject to normal payroll taxation. The actual total dollar amount to be reimbursed to the members of this bargaining unit is [insert total amount].

FOR SEIU:

FOR THE CITY OF SAN RAFAEL:

Tiffany Crain, Chief Negotiator

Tim Davis, Burke Williams Sorensen

Kenny Gatlin, Negotiator – SEIU

Sylvia Gonzalez-Shelton, HR Operations Mgr

Tiffany Haley, Negotiator – SEIU

Allan Lee, Negotiator – Local 1

Jamie Poirier, Negotiator – Local 1

Wesley Sitchler, Negotiator – Local 1

City of San Rafael
Job Class Specification

JOB TITLE: SENIOR ACCOUNTING ASSISTANT

SUMMARY

Under general supervision, performs a variety of clerical accounting duties in support of specific assigned functional areas such as: accounts payable, accounts receivable, payroll, business licenses, and specialized accounting and financial functions, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Senior Accounting Assistant is the advanced journey level in the Accounting Assistant class series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and by the nature of the public contact made. Employees perform the most difficult and responsible types of duties assigned to classes within this series. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

SUPERVISION RECEIVED

Receives direction from assigned management or supervisory staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

- Develop schedules and methods to accomplish assignments ensuring work is completed in a timely and efficient manner.
- Perform the most difficult work related to area of functional responsibility which may include business licensing, accounts payable/receivable, payroll, handling bad debt, delinquent account and bankruptcy processes.
- Handle difficult or sensitive interactions with customers or other members of the public, in person, by telephone, or e-mail; work with vendors and suppliers as related to area(s) of assignment.
- As assigned, accept payments, prepare and reconcile receipts; prepare cash deposits; enter data into an accounting system.
- Reconcile records and sub-ledgers of assigned functional area(s) to the accounting system and verify accounting entries.
- Prepare documentation and routine and/or special technical reports to local, State, or Federal agencies; maintain liaison with other agencies as appropriate to area(s) of assignment.
- Research/troubleshoot and resolve the more complex/technical discrepancies. Develop and analyze productivity reports; develop recommendations for improvement and increase efficiencies.

- Provide and coordinate staff training; work with employees to correct deficiencies. Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- As assigned, assist/lead system upgrade for functional area, including development, testing, and implementation of changed processes.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

In addition to the qualifications for the Accounting Assistant I/II:

Knowledge of:

- Methods and practices of accounting and financial/statistical record keeping.
- Basic practices of handling cash and various methods of payments.
- Principles and practices of technical and functional supervision and training.
- Methods, concepts and terminology used in financial systems accounting, and cash/general ledger processes. Modern office methods including personal computer applications such as automated accounting information systems, spreadsheet, and database software.
- Pertinent local, State and Federal laws, rules and regulations related to area of assigned responsibilities.

Ability to:

- Independently perform difficult and responsible clerical work involving financial and related statistical record keeping.
- Respond to and assist in resolving difficult and/or sensitive inquiries related to financial accounting records and processes.
- Interpret and apply Charter rules, Memorandum of Understandings, policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Three years of experience similar to that of Accounting Assistant II with the City of San Rafael.

Education: An Associate of Arts with course work in accounting or bookkeeping.

Supplemental course work in accounting, office management, computer science or related field is desirable.

License or Certificate Possession of, or ability to obtain, a valid California driver's license.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide using whole numbers.

REASONING ABILITY: Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in inside environmental conditions. The employee frequently works with a video display terminal (i.e., computer monitor) for prolonged periods.