

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SAN RAFAEL

And

***CHILD CARE UNIT
SEIU, LOCAL 949, AFL-CIO***

November 1, 2006 through October 31, 2009

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**MEMORANDUM OF UNDERSTANDING between the CITY OF SAN RAFAEL and
the CHILD CARE UNIT SEIU, LOCAL 949, AFL-CIO
November 1, 2006 through October 31, 2009**

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 November 1, 2006 and ending October 31, 2009.

CHAPTER 1. GENERAL PROVISIONS

Article 1.1. Introduction

1.1.1. Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agree upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the Service Employees International Union (SEIU) Local 949 (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

This agreement shall be in effect from November 1, 2006 through October 31, 2009.

Article 1.2. Recognition

1.2.1. Bargaining Unit

The City hereby recognizes the Union as bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Child Care Bargaining Unit. (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, the City shall notify such person that the Union is the recognized bargaining representative for employees in that classification.

Article 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, 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 (Policy No. 140.03) to redress the situation. Such employees shall be entitled to Union 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 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 the Union.

Article 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.

Article 1.5. Existing Laws, Regulations and Policies

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

Article 1.6. Strikes and 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, and may be amended from time to time.

Article 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.

Article 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.

Article 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 and 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.

CHAPTER 2. WAGES

Article 2.1. General Wage Class Increase

2.1.1. Fiscal Year 06/07 Increase

Effective the beginning of the first payroll period of November 2006 or following adoption of the MOU by the City Council, whichever is later, the City shall grant a 3.0% salary increase for all represented job classes and salary steps (See Exhibit "A"). In addition, the City agrees to a base salary increase of 3% to coincide with a reduction in employer-paid retirement contributions, as identified in Section 7, effective the second full pay period following adoption of the MOU. The total salary increase equals 6%.

2.1.2. Fiscal Year 07/08 Increase

Effective the beginning of the payroll period January 1 – 15, 2008 represented in the January 31, 2008 paycheck date a 4.0% salary increase for all represented job classes (See Exhibit "B").

2.1.3. Fiscal Year 08/09 Increase

Effective the beginning of the payroll period April 1 – 15, 2009 represented in the April 30, 2009 paycheck date a 5.0% salary increase for all represented job classes (See Exhibit "C").

Article 2.2. Step Increases

Except as provided below, when considering a step increase for Child Care Program employees, he/she must have at least one year of satisfactory service and have worked a minimum of 700 hours during the preceding year and receive a positive evaluation from his/her supervisor. If said employee does not qualify for a step increase after each year of service, he/she will be considered for that increase upon the completion of the minimum 700-hour requirement.

Article 2.3. Merit Performance Award

Employees at the maximum step of their salary range may be granted a merit performance award of five percent (5%) above and beyond their salary range. A merit performance award may be effective for up to one (1) year. A merit performance award may be withdrawn and is not a disciplinary action and is not appealable.

Article 2.4. Salary Range Differentials

A 12.5% salary range differential between top step Instructor II and beginning step of Director and create an 11% salary range differential between top step Instructor I and beginning step of Instructor II.

Article 2.5. Split Shift Premium Pay

Child Care workers covered by this MOU who have a two-hour or more break in shifts during the same day will receive a .5 hour premium pay for that day.

CHAPTER 3. INSURANCES

Article 3.1. Health, Life and LTD Insurance

It is the goal of the City Council and the Union to jointly work towards improving the City's contribution to group health, life, and LTD insurance premium costs for all eligible employees in the Child Care bargaining unit.

The City's contribution can be used by the eligible employee to enroll in City provided group health, life, and/or long term disability insurance plans, which they may be eligible for as determined by the full-time equivalency (FTE) of their position. The actual dollar amount of the City's contribution for Child Care Directors and Child Care Instructors I & II shall be based on full-time equivalency of the position.

Part time employees who are regularly scheduled (FTE level) to work a minimum of 20 hours per week will be eligible to receive an equivalent pro-rated share of the City's contribution.

3.1.1. City Contribution

Over the term of this contract, a maximum amount per month will be paid by the City toward the cost of each eligible active employee's health insurance premium, in accordance with the chart below. Active employees shall have an additional maximum amount per month in a flexible benefits spending account which they may apply towards

the cost of health, accident and life insurance and long-term disability insurance, in accordance with the chart below. It is understood that the flexible spending account does not apply to retired employees. Part time employees who are eligible for these benefits shall receive an equivalent prorated share of the City's contribution.

Paycheck Effective Date	Health Base	Flexible Benefits	Total
Nov. 1- Dec 14, 2006	\$ 679.00	\$ -	\$ 679.00
Dec. 15, 2006	\$ 433.00	\$ 292.00	\$ 725.00
Dec. 15, 2007	\$ 485.00	\$ 327.00	\$ 812.00
Dec. 15, 2008	\$ 543.00	\$ 366.00	\$ 909.00

3.1.2. Cash Payback

Employees who are eligible to receive the City's contribution to the Group Insurance programs and Flexible Spending Account (must be eligible to enroll in the health insurance program and if waiving enrollment must show proof of other coverage to be eligible for the cash back provision); but do not use the full amount, may receive cash back on the unused portion not to exceed \$90 per month (pro-rated for eligible part-time employees).

3.1.3. Retiree Health Insurance

Employees retiring from the City and who, within 120 days of leaving their position, begin receiving an ongoing retirement annuity from the Marin County Employees' Retirement System, can remain in the City's group health plan program. Under these circumstances, these eligible retirees would receive from the City a contribution of \$433 per month toward the premium cost of their continued enrollment in the City's group health plan program.

Effective the first of the month following adoption of the Contract by the City Council, the City shall pay the full cost of the monthly group medical premium required to enroll the retiree in a "retiree only" plan, up to the maximum cap of the County Retirement System reimbursement. During the term of this contract, this "retiree only" plan cap contribution shall not be lower than \$433 per month. Effective Dec. 15, 2007, the City contribution rate shall be up to \$485 per month and effective Dec. 15, 2008, the rate shall be up to \$543 per month.

There are no payback provisions for retirees.

3.1.4. 125 Plan

The City will offer a 125 Plan as long as such a plan is desired by the Union and available pursuant to the IRS Code. 125 Plans offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2004 at IRS Code limit, not to exceed \$5,000. Employees are responsible to pay the monthly administrative fee and any increase established

by the third party administrator. Employees must have passed the initial probation period on or before the December 31st prior to each enrollment calendar year (example: employee must have successfully completed this probation by 12/31/03 in order to enroll for calendar year 2004). Employees separating from City service prior to re-payment of City advanced medical expense reimbursement shall have said amount deducted from final check.

- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2003). Employees are responsible to pay the monthly administrative fee and any increase established by the third party administrator.
- 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 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.

Article 3.2. Dental Plan

The City will provide a dental insurance program for all full-time and part-time, permanent employees regularly scheduled to work a minimum of 20 hours per week.

All employees enrolled in the dental insurance program will be enrolled in the subgroup that provides \$1,500 maximum benefit for one Dental Expense Period for all covered dental expenses, for all eligible enrollees, except for Orthodontic Treatment which has an aggregate maximum benefit (lifetime) of \$1,000 and is limited to eligible dependent children. The City will pay the full cost of the monthly dental insurance premium for full-time employees, including those with a 35-hour full-time position. For the eligible part-time, permanent employees enrolling in the City's group dental insurance program, the City will pay the first \$70 per month of the actual premium rate for the eligible part-time, permanent employees and the enrolled employee will be responsible through payroll deduction for the balance of the monthly premium. In the event of an increase in the dental insurance premium, the City payment of eligible part-time, permanent employees shall be increased to maintain the same dollar differential between full-time and part-time. The plan shall cover enrollment for eligible employees and their eligible dependents. Refer to the dental insurance policy booklet for eligibility requirements and specific coverage and other benefit limitations.

Article 3.3. 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 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 Form (PAF) is completed by the supervisor to document request and approval of extended leave.
- d. Human Resources Department, on receipt of PAF, 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 then, if necessary, vacation leave on time cards submitted by the supervisor to the Payroll Office.
- f. On receipt of the SDI checks, employee endorses the checks over to the City of San Rafael.
- g. Based upon employee's hourly rate of pay, the Payroll Office computes how much used sick and/or vacation leave time the employee may buy back and credits the employee with those hours. NOTE: The employee may not buy back more than they 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 checks received and would be fully responsible for the monthly health, dental and life insurance premiums (except during qualifying FMLA/CFRA leave) if they choose to remain in the group plans.

CHAPTER 4. PAID LEAVE

Article 4.1. Sick Leave

4.1.1. Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave does not accrue to those working on a temporary, part-time, intermittent or seasonal basis. Sick leave shall not be considered a privilege which an employee may use at 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 Head according to department rules and regulations at the beginning of

his/her daily duties. Every employee who is absent from his/her daily duties for two (2) or more consecutive days may be requested by the supervisor to provide a physician's certificate. 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.

4.1.2. Accumulation

Eligible employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment (based on the daily hours an eligible employee has contracted to work).

4.1.3. 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:

- a. Personal illness or illness within the immediate family (as defined by the CAL-PERS health insurance regulations, including but not limited to the employee's spouse and children), or physical incapacity resulting from causes beyond the employee's control; or
- b. Personal illness of the employee's parent (does not include in-laws) requiring the employee's personal attention to their care during this illness; or
- c. Enforced quarantine of the employee in accordance with community health regulations; or
- d. Medical appointments; or
- e. Death or critical illness in the immediate family. An employee eligible for sick leave may, upon the necessity of employee's absence being shown and with the consent of the Department Head, be allowed to use up to three (3) days of sick leave in the case of death or critical illness in the immediate family (defined in this section as employee's spouse, children, parents, brothers, or sisters) within the State, or five (5) days for out-of-state absence where death appears imminent. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to the Department Head.

4.1.4. 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 unaccrued at the time of such separation shall reimburse the City of all salary paid in connection with such unaccrued leave.

4.1.5. Compensation for Unused Portion

Upon termination of employment by retirement (must retire within 120 days of leaving their City position, i.e., age and service eligible for retirement. Minimum 50 years old and 10 years of continuous service) or death, an eligible employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the rate of three percent (3%) for each year of service, to a maximum of fifty percent (50%). The maximum accrual for payoff purposes is 150 days (based on employee's contracted work hours per day).

See Chapter 7. Retirement for service credit eligibility for unused portion of sick leave.

Article 4.2. Annual Vacation Leave

4.2.1. Eligibility

Annual vacation with pay shall be granted to eligible employees. Vacation accrual shall be prorated for those employees working less than full time. Vacation leave does not accrue to those working in the Child Care Temporary class. Vacation benefits may be taken as accrued and provided in 4.2.2. below. Probationary employees may take accrued vacation if authorized by the Department Head and approved by the City Manager.

4.2.2. Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Head, may advance vacation credits to any permanent regular and permanent part-time employee. The time at which an employee may use his accrued vacation leave and the amount to be taken at any one time shall be determined by the employee's Department Head 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 resign from City service shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

The vacation accrual cap for all employees accruing vacation shall be 250 hours.

4.2.3. Rate of Accrual

Vacation benefits shall accrue during the probationary period. However, use of accrued benefits shall not be allowed until the successful completion of the probationary period, unless specifically authorized by the Department Head and City Manager. Eligible employees shall commence to accrue vacation at the following rate for continuous service: Each service year on the chart begins in the first working day and ends on the last day of the service year.

SERVICE YEAR	ANNUAL ACCRUAL
1	10 days
2	10 days
3	10 days
4	15 days
5	15.75 days
6	16.50 days
7	17.25 days
8	18.00 days
9	18.75 days
10	19.50 days
11	20.00 days
12	21.00 days
13	22.00 days
14	23.00 days
15	24.00 days
16 plus	25.00 days

Note: Vacation accrual rates shall be based on the daily hours an employee has contracted to work. If the employee's work day is six (6) hours, the employee will accrue ten (10) six-hour vacation days.

4.2.4. Vacation Cash-In

- a. One-time Vacation Cash-in: As of December 31, 2006, the City will require a one-time vacation buy-down for those employees whose vacation accrual is above 225 hours. This one-time payment will be made with the second paycheck in February 2007. This one time buy-down will bring employees down to 225 hours while allowing for additional accrual time. This one-time payment will not affect the employee's ability to participate in the annual vacation cash-in for 2007 and subsequent years.
- b. An employee, who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request, in May or November 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.

Article 4.3. Other Leaves

4.3.1. 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 Head an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

4.3.2. Leave of Absence without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee and the recommendation of the Child Care Recreation Supervisor. Accrued vacation leave and if applicable, accrued sick leave, must be exhausted prior to the granting of leave without pay.

4.3.3. 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 City Manager's office coordinates benefits for Workers' Compensation claims. 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. For further information, see the Industrial Accidents and Injuries section of the City's Injury and Illness Prevention Program.

4.3.4. 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.

4.3.5. 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 Head for approval and reviewed by the Human Resources Division Manager 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 twelve (12) months.

An eligible employee may use family medical leave:

For the birth or placement of a child for adoption or foster care;

To care for an immediate family member (spouse, child or parent) with a serious health condition; or,

To take medical leave when the employee is unable to work because of a serious health condition.

An employee shall be entitled to twelve (12) weeks of leave of absence which need not be consecutive, subject to the conditions indicated herein and the law.

If the employee's spouse is employed by the City, the total time allowed for family medical leave shall be twelve (12) weeks in any one calendar year.

The City shall continue to provide paid coverage of health benefits for the duration of the approved leave of absence.

4.3.6. Voluntary Time Off

An employee may request voluntary time off without pay, in lieu of using accrued vacation and/or sick leave, for a minimum of one full workday and not to exceed ten (10) working days in any calendar year. The needs of the City, specifically the Child Care Division will need to be considered prior to approving a request for VTO.

4.3.7 Holidays

Employees shall be granted the following holidays:

- January 1
- Third Monday in January
- Third Monday in February
- March 31
- Last Monday in May
- July 4
- First Monday in September
- November 11
- Thanksgiving Day
- Day after Thanksgiving
- December 25

At the discretion of the Recreation Supervisor for the Child Care Program, the celebrated City holidays, noted above, will be coordinated with the public schools served by the Child Care Centers and/or those holidays falling on a Saturday or Sunday will be observed on either the Friday before or the Monday after pursuant to the City's annual holiday schedule.

4.3.8. Catastrophic Leave

Catastrophic Leave shall be in accordance with City Catastrophic Leave Policy No. 140.18, upon effective date of City adoption.

CHAPTER 5. TERMS AND CONDITIONS

Article 5.1. Work Week

The work week for Child Care Center Directors shall be 37.5 hours per week and 35.0 hours per week for Child Care Instructors I and II.

Within the hours of operation, changes in the days or hours of the regular work schedule of an employee shall be posted at least seven (7) days in advance. No advance notice to employees by the City of schedule changes will be required when changes occur as a result of work related emergencies, i.e., multiple sicknesses, disabilities or injuries; or staff shortage occurring less than seven days in advance or due to unplanned changes in school operations or schedules beyond the control of the City.

Article 5.2. Overtime

Overtime shall mean actual time worked beyond the standard scheduled workday or work week used for full-time employees as defined per job classification. A work or duty week shall be defined as seven (7) consecutive calendar days, beginning 0001 hours Sunday through 2400 hours Saturday.

Overtime is compensable to the nearest half-hour, and must have prior authorization and approval of the Department Head.

Article 5.3. Compensatory Time Policy

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

5.3.1. Accrual Limit

Upon accrual of time, five (5) days or forty (40) hours of compensatory time, employees shall be paid overtime at a rate of time and one-half of their base salary rate for hours worked and may not accrue additional compensatory time.

5.3.2. Overtime Rate

Employees who work overtime must be paid 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 5.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned.

5.3.3. Use & Carryover

All compensatory time earned during the fiscal year must be used by June 30 of that year with one exception. Upon the recommendation of the supervisor and approval of the Department Head, employees may carry over up to forty (40) hours of compensatory time provided it is taken within the following quarter (7-1 to 9-30).

Article 5.4. Staff Development/Preparation Days

Effective July 1, 1995, four (4) days of staff development/preparation will be provided per fiscal year. The scheduling of these days during the fiscal year will be accomplished through the recommendation of the Child Care Center Directors and approval of the Recreation Supervisor for the Child Care Program.

Article 5.5. Probation

All employees hired on or after January 16, 1986, shall be required to serve a probationary period of one (1) year and shall serve a one year promotional probationary period when appointed to a higher job classification.

Article 5.6. Temporary Promotions

Employees assigned to work out of class and perform the work of a Child Care Center Director for a period of three consecutive days or longer, will be compensated at an hourly rate of five percent (5%) greater than the employee's current rate, or at the lowest step of the Child Care Center Director's salary range, whichever is greater. The increase shall be retroactive to include the first day.

CHAPTER 6. PROCEDURES

Article 6.1. Disciplinary Action

6.1.1. Right to Discipline and 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 or 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 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.

6.1.2. Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the Recreation Supervisor for the Child Care Program 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 receipt of the notice, the non-probationary employee shall have five (5) days to appeal the matter in writing in Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Head has conducted a hearing with the employee and employee's representative present and has 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/her right to proceed to Step 4 of the Grievance Procedure.

6.1.3. Disciplinary Action and Appeal

After hearing the response of the employee the Department Head may order that the proposed disciplinary action or modification thereof be imposed. Thereafter, 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.

6.1.4. Sexual/Racial Harassment

Refer to City Policy No. 140.03, revised March 1, 2006, the Policy Against Harassment, Discrimination and Retaliation.

Article 6.2 Grievance Procedure

6.2.1. Definitions

- a. **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 p

- b. **Day** shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
- c. **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.
- d. **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

6.2.2. 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 Head 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 Head 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 Division 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.

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.

6.2.3. Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. 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.

6.2.4. General Provisions

- a. 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.
- b. 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.
- c. If the City management fails to respond within the specified time limits, the grievance shall, at the request of the Union, automatically 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 settled. The parties may by mutual agreement waive the steps in the procedure.

- d. 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.
- e. The Human Resources Division shall act as the central repository for all grievances.
- f. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the Union Executive Secretary or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

CHAPTER 7. RETIREMENT

Article 7.1 Eligibility

All employees whose full-time equivalency (FTE) is $\frac{3}{4}$ of a full-time equivalent in their classification shall be eligible members of the Marin County Retirement Association. Employee rates shall be set according to MCERA policy. All other employees (except those noted above) shall be enrolled in the Public Agency Retirement System (PARS) as long as that remains an approved alternative to Social Security.

Article 7.2 Service Credit

Employees retiring from city service, within 120 days of leaving their position (excludes deferred retirements), and who will be receiving an ongoing retirement annuity from the Marin County Employees' Retirement System can receive 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 which they elect to receive in the form of compensation for at the time of retirement (see Sick Leave provision of MOU Chapter 4).

Article 7.3 City Paid Employee Retirement

The employee's share of their contribution shall be paid by the employee through automatic payroll deductions. The City will pay up to a maximum of five (5%) of an employee's salary or fifty percent (50%) of the employee's contribution rate, whichever is less to the Marin County Retirement System.

Beginning the second full pay period following adoption by the City Council of this MOU 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 employees' share of their retirement contribution is deducted with pre-tax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

Article 7.4 Retirement Plans

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.

Article 7.5 Member Cost of Living Rates

Effective January 1, 2007, 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. Contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

CHAPTER 8. UNION RIGHTS

Article 8.1. Employee Representatives

8.1.1. Designation

The Union shall, by written notice to the City Manager, designate certain members as Employee Representatives. Employee Representatives shall be permitted reasonable time for Union activities including grievance representation. In all cases, the Representative shall secure permission from the Representative's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld. Employee Representatives for salary discussions shall be in accordance with Meyers-Milias-Brown (MMB) Act.

8.1.2. Bulletin Boards

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

Article 8.2. Dues Deduction

8.2.1. Dues Collection

The City agrees, upon written consent of the employee involved, to deduct dues and, upon written consent of the employee involved, to deduct 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. The Union 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 Union dues. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union.

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

8.2.2. Dues Collection During Separation from Employment

The provisions specified above (8.2.1.) 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 of more than five (5) working days.

CHAPTER 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: To manage the City generally and to determine the issues of policy; To determine the existence of facts which are the basis of the management decision; To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services; To determine the nature, manner, means, technology and extent of services to be provided to the public; Methods of financing; Types of equipment or technology to be used; 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; 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; 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; To relieve employees from duties for lack of work or other legitimate reasons; 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; To determine job classifications and to reclassify

employees; To hire, transfer, promote and demote employees in accordance with this MOU and the City's Rules and Regulations; To determine policies, procedures and standards for selection, training and promotion of employees; 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; To maintain order and efficiency in its facilities and operations; 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; 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.

CHAPTER 10. REDUCTION IN FORCE

Article 10.1. Authority

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

Article 10.2. Notice

Employees covered by this MOU designated for layoff or demotion shall be notified in writing at least fifteen (15) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be notified.

Article 10.3. Order of Layoff

Layoffs and/or reductions in force shall be made by classification, consistent with the licensing requirements of the California Department of Social Services. 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.

Article 10.4. 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 classifications(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.

Article 10.5. 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.

Article 10.6. Transfer Rights

The Human Resources Manager 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 10.2, but no longer than the effective date of such layoff or reduction.

Article 10.7. Re-employment

10.7.1. 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.

10.7.2. 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.

10.7.3. 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 be removed from the re-employment list.

10.7.4. 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.

10.7.5. 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.

10.7.6. 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.

CHAPTER 11. MISCELLANEOUS

Article 11.1. Classification Specification

The City and the Union agree that the classification specifications developed as a part of this meet and confer process, and dated January 1988, accurately describe the job classes covered by this Memorandum of Understanding.

Article 11.2. Employee Orientation Letter

The bargaining unit shall provide to the City a supply of Union Orientation letters. The City shall distribute said letter to all new employees covered by this Memorandum of Understanding during its formal New Employee Orientation Process.

Article 11.3. CPR/First Aid Training

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

Article 11.4. Deferred Compensation Plan

Child Care Unit employees who are contracted to work 35 hours or more each week are eligible to participate in the City's Deferred Compensation Plan.

Article 11.5. Educational Reimbursement Program

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

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

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

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

Article 11.6. Drug Free Work Place

The employees covered by this bargaining agreement agree to abide, as a condition of employment, by the terms of the City's Drug Free Work Place Policy.

Article 11.7. Agency Shop

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

Any employee as of July 1, 1998 and who is a member of the Union on July 1, 1998, or who subsequently joins and all employees in the unit hired on or after that date shall, as a condition of continued employment either be required to belong to the Union or to pay to the Union a fair share fee. Payroll deductions for either dues or fair share/agency shop shall be deducted from all regular employees. Payment shall be made by payroll deduction.

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. The fair share fee for services rendered by the Union shall be a percentage of the regular membership dues. Each employee shall have provided to him/her without prejudice, the full representational services of the Union. The City and the Union hereby agree that Agency Shop shall be amended annually to reflect any change in the amount of the fair share fee. Said amount shall be determined by an annual audit of the Union's finances.

Annually, the Union shall produce an acceptable Union financial statement prepared and certified by a Certified Public Accountant. Such reports shall be made available to the City and to employees in the unit by the parties.

The Union shall notify the City in writing as to the amount of regular dues and fair share fees.

Exemptions:

The provisions specified above 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. Separation includes layoff and leaves of absence.

Season employees are excluded from this Agency fee contract provision. Part-time employees shall pay a pro-rata service fee or dues as provided above.

An Agency Shop agreement shall not apply to managers, confidential employees or supervisors.

Any unit member may be exempted from payment of any representation/service fees to the Union if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an employee organization as defined in section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to the Union, pay an amount equivalent to such representation/service fee to the charity mutually agreed upon by the City and the Union.

Hold Harmless:

Monies 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.

Article 11.8. Labor/Management Meetings

During the term of the Agreement, the City and the Union agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the cost of living in Marin County, job classes within the City and promotional opportunities may serve as a basis for initial agenda items to be discussed.

The committee shall be comprised of three (3) representatives from the Child Care Unit and three (3) from City Management as well as the Union staff and the Human Resources Manager. 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 Grievance Procedures outlined in this MOU and this language is not intended to create a re-opener clause in this MOU.

SEIU Local 949

CITY OF SAN RAFAEL

**LAURA COLBERG
CHILD CARE UNIT TEAM MEMBER**

**WILLIAM SCHARF
ASSISTANT DIRECTOR, COMMUNITY
SERVICES DEPARTMENT**

**LAURA MCCURDY
CHILD CARE UNIT TEAM MEMBER**

**NANCY MACKLE
INTERIM ASSISTANT CITY MANAGER**

**JIM FIRTH
UNION REPRESENTATIVE**

**KELLY MCGRATH
RECREATION SUPERVISOR**

DATE

DATE

MOU Exhibit "A"

City of San Rafael - Community Services Department – Child Care Division

MONTHLY

Effective Beginning the First Pay Period of November 2006 – 3% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 3,384	\$ 3,553	\$ 3,731	\$ 3,918
9350	Instructor II	\$ 2,427	\$ 2,549	\$ 2,678	\$ 2,812
9351	Instructor I	\$ 1,892	\$ 1,987	\$ 2,086	\$ 2,190

HOURLY

Effective Beginning the First Pay Period of November 2006 – 3% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.11
9350	Instructor II	\$ 16.00	\$ 16.80	\$ 17.66	\$ 18.54
9351	Instructor I	\$ 12.47	\$ 13.10	\$ 13.75	\$ 14.44

MOU Exhibit "A"

MONTHLY

Effective the Second Full Pay Period Following Adoption by the City Council – 3% Wage Increase To Coincide with Reduction in Employer Paid Retirement Contribution (Article 7.3)

Wage Class	Title	A	B	C	D
9352	Director	\$ 3,485	\$ 3,659	\$ 3,843	\$ 4,035
9350	Instructor II	\$ 2,500	\$ 2,625	\$ 2,758	\$ 2,896
9351	Instructor I	\$ 1,949	\$ 2,046	\$ 2,149	\$ 2,256

HOURLY

Effective the Second Full Pay Period Following Adoption by the City Council – 3% Wage Increase To Coincide with Reduction in Employer Paid Retirement Contribution (Article 7.3)

Wage Class	Title	A	B	C	D
9352	Director	\$ 21.45	\$ 22.52	\$ 23.65	\$ 24.83
9350	Instructor II	\$ 16.48	\$ 17.31	\$ 18.18	\$ 19.09
9351	Instructor I	\$ 12.85	\$ 13.49	\$ 14.17	\$ 14.87

MOU Exhibit "B"

City of San Rafael - Community Services Department – Child Care Division

MONTHLY

Effective Beginning the First Pay Period of January 2008 - 4% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 3,624	\$ 3,806	\$ 3,997	\$ 4,197
9350	Instructor II	\$ 2,600	\$ 2,730	\$ 2,869	\$ 3,012
9351	Instructor I	\$ 2,027	\$ 2,128	\$ 2,235	\$ 2,346

HOURLY

Effective Beginning the First Pay Period of January 2008 - 4% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 22.30	\$ 23.42	\$ 24.60	\$ 25.83
9350	Instructor II	\$ 17.14	\$ 18.00	\$ 18.92	\$ 19.86
9351	Instructor I	\$ 13.36	\$ 14.02	\$ 14.74	\$ 15.47

MOU Exhibit "C"

City of San Rafael - Community Services Department – Child Care Division

MONTHLY

Effective Beginning the First Pay Period of April 2009 – 5% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 3,806	\$ 3,996	\$ 4,197	\$ 4,407
9350	Instructor II	\$ 2,730	\$ 2,867	\$ 3,012	\$ 3,163
9351	Instructor I	\$ 2,128	\$ 2,235	\$ 2,346	\$ 2,464

HOURLY

Effective Beginning the First Pay Period of April 2009 – 5% General Wage Increase

Wage Class	Title	A	B	C	D
9352	Director	\$ 23.42	\$ 24.59	\$ 25.83	\$ 27.12
9350	Instructor II	\$ 18.00	\$ 18.90	\$ 19.86	\$ 20.85
9351	Instructor I	\$ 14.03	\$ 14.74	\$ 15.47	\$ 16.25