

# MEMORANDUM OF UNDERSTANDING

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City of Novato  
and  
Service Employees' International Union  
(Unit D)

Term of Agreement  
July 1, 2019 – June 30, 2021

922 Machin Avenue  
Novato, CA 94945

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## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Manager of the City of Novato, hereinafter designated "City," and Service Employees International Union (SEIU) 1021, hereinafter designated as "Union," and has been jointly prepared by both parties.

The City Manager is the representative of the City of Novato in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in Representation Unit D; have exchanged information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Novato.

This MOU is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Novato. This MOU shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within Representation Unit D.

### UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

#### **1. EXCLUSIVE REPRESENTATION**

This MOU covers employees in Representation Unit D, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

##### **1.1 Union Recognition**

The City acknowledges the Union as the recognized employee organization and agrees to meet and confer in good faith promptly upon request by the Union and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals. In order that the meet and confer process may include

adequate time for full consideration of the proposals of both parties and for resolution of any impasse, either party may open negotiations as early as four (4) months before the MOU expires.

The City's recognition of the Union as the exclusive recognized bargaining representative is extended to include employee non-managerial, non-sworn, general employment job classifications designated by the City to be appropriate for Unit D, which are created during the term of this MOU.

## **1.2 Authorization for Payroll Deductions**

- 1.2.1 The City shall rely exclusively on a written certification provided by an authorized representative of the Union requesting a deduction from Bargaining Unit members' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations for deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.
- 1.2.2 Except as otherwise provided, the City shall continue to deduct and remit contributions until it receives notice to change or cancel deductions from the Union, or it receives an order from a court or administrative body directing the City to change or cancel the deduction for one or more employees.
- 1.2.3 Based on the certification from the Union described above, the City shall deduct, the amount of Union membership dues, as well as payment of any other program sponsored by the Union as may be specified by the Union under the authority of a written certification form provided by the Union. Dues deduction for any individual shall be made only upon the written request of the Union. The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office, at the address specified by the Union.

## **1.3 Change Or Cancellation of Deductions**

- 1.3.1 With the exception of subsection (1.2.2) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City will rely solely on information provided by the Union on such matters. The City will not advise nor resolve disputes between the Union concerning the amount of contributions, deductions, or revoking authorization of deductions.
- 1.3.2 Dues deductions may be revoked only pursuant to the terms of the employee's written authorization maintained by the Union. The City shall

direct employee requests to cancel or change deductions to the Union. As required by state law, the City shall rely solely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

#### **1.4 Indemnification**

The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Union shall be responsible for the defense of any claim within this indemnification provision, however, the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the City.

#### **1.5 Union Officers and Stewards**

A written list of the Chapter Officers of the Union, Union Stewards, with the areas they represent, shall be furnished to the City immediately after their designation and the Union shall notify the City promptly of any changes of such Union Chapter Officers or Stewards.

#### **1.6 Union Bulletin Boards**

The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. The City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law.

## **2. UNION RIGHTS**

### **2.1 MOU Maintenance by Employees**

The City agrees to allow a designated Union Steward release time to conduct MOU maintenance business (which may include training and other Union business) during regular working hours provided that the combined hours for all representatives performing such maintenance business shall not exceed a total of thirty (30) working hours per month. Leave time used shall be recorded with the date and purpose of the meeting/activity, and a list of those in attendance shall be provided to the Department Head and Personnel Officer each month. Approved release time for the purpose of contract negotiations shall not be included in the thirty (30) hour limit. Prior approval of the designated representative's supervisor is required before the conduct of Union business, and time spent in the conduct of Union business must be reported in the manner prescribed by departmental policy and the Employer-Employee Relations Resolution of the City. Whenever a person is hired in any of the job classifications covered by this MOU, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

### **2.2 Workshops**

The City and the Union agree that a workshop, not to exceed two (2) hours unless both parties agree, will be offered to Department Heads and supervisory staff. The workshop will be held on City time and facilities and will cover changes and other issues relevant to this MOU.

### **2.3 Labor-Management Meeting**

During the term of this MOU, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures.

### **2.4 New Employee Orientation**

2.4.1 The City agrees that each newly hired Unit member shall participate in the a thirty (30) minute mandatory, in-person on-boarding meeting, as small as one individual within the first thirty (30) calendar days from date of hire during regular working hours and onsite without loss in compensation.

2.4.2 The City shall grant the Union Steward(s) release time without loss in



compensation to conduct these meeting.

2.4.3 The City Representative(s) shall be absent from the room during any sessions, meetings or training conducted by the Union, with newly hired Unit members.

2.4.4 The City shall provide the Union with at least ten (10) days advance notice of any new employee onboarding meeting and send an electronic list of expected participants(s) at least forty-eight (48) hours in advance of the on-boarding meeting.

## **2.5 Bargaining Unit Report**

The City shall provide to the Union a Bargaining Unit Member Report in electronic format on a quarterly basis and upon request by the Union of all current employees covered by the Agreement, which shall include each employee's:

- Full Name
- Job Title
- Department
- Work Location
- Work Phone Number
- Personal Phone Number (if collected)
- Personal Email Address (if collected)
- Home Address

## **2.6 Indemnification**

The Union shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this Article.

## **2.7 Requests for employee information from external organizations**

The City will immediately provide the Union with a copy of any request for an external organization pursuant to the Public Records Act, Government Code Section 6250 et. Seq. or the Meyers-Milias-Brown Act, Government Code Sections 3500-3511 for any of the employees information listed under "bargaining unit report" above.

## **3. CITY RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent

departments, commissions and boards; set standards of service; determine the procedures and standard of selection for employment, promotion and transfer; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

#### **4. NON-DISCRIMINATION**

The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, union membership or related legally permissible activities, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.

#### **5. SALARY COMPENSATION**

##### **5.1 Salaries**

Each unit member shall be paid in accordance with his/her placement on the Salary Schedule.

5.1.1 Effective the first full pay period after ratification and City Council approval, a base wage increase of 2.5% shall be made to the salary schedule.

##### **5.2 Step Raises**

5.2.1 A step raise will become effective on the actual anniversary date (as appropriate, initial hire or promotion date) of the unit member. The salary schedule provides five percent (5%) between steps.

5.2.2 Only unit members whose most recent evaluation is “meets standards” or better shall receive a step raise.

5.2.3 Annual performance evaluations are to be completed one (1) week prior to the unit member’s anniversary date. The supervisor shall review the evaluation with the unit member and the member shall have the right to submit a written response to accompany the evaluation in the member’s

personnel file, provided the unit member has signed the evaluation to acknowledge receipt. Unit members who do not receive their evaluation may contact their immediate Supervisor, Department Head or the Personnel Division. If a unit member is eligible for a step increase and the performance evaluation has not been delivered to the member within sixty days of his or her anniversary, the member will receive the step increase retroactive to his or her anniversary.

### **5.3 Hourly Rates**

Hourly rates shall be calculated by dividing a unit member's annual salary by 2080.

### **5.4 Regular Rate of Pay**

Items included in determining the unit member's regular rate of pay shall include:

- 5.4.1 the pay rate as established in the pay range of the unit member's classification,
- 5.4.2 educational incentive pay,
- 5.4.3 Extended Salary Range pay (see 4.5), and
- 5.4.4 shift differential pay.

### **5.5 Extended Salary Range**

#### **5.5.1 Definition**

Extended Salary Range (ESR) is compensation above the current salary based on assigned, nonpermanent work of a value to the City higher than that regularly performed or reasonably expected within the unit member's current classification.

#### **5.5.2 Eligibility**

All regular, permanent, classified employees of the City of Novato are eligible for ESR. Excluded are hourly, seasonal and intermittent employees.

#### **5.5.3 Duration**

ESR payments shall be directly related to exceptional work requirements. ESR payments may be authorized for a maximum of six (6) months, but may be extended upon recommendation of the Department Head and

approval of the City Manager. ESR payments terminate at the conclusion of the period of exceptional requirements.

#### **5.5.4 Administration**

The Department Head has sole responsibility for requesting an ESR for a unit member within his/her department. The Department Head will make an ESR request by written memorandum to the City Manager setting forth the exceptional circumstances which apply and specifying the estimated length of time of the exceptional circumstances. The City Manager will review this request and, if it is approved, will establish the dollar amount of the ESR for the particular case. The City Manager will be responsible for maintaining the consistency of application of ESR within the City.

#### **5.5.5 Notification**

A unit member who is awarded ESR will receive a copy of the personnel action advising him/her of the date, amount and duration of the changed salary status.

#### **5.5.6 Limit**

ESR compensation for assignments meeting the ESR criteria may be awarded up to Two Hundred Fifty Dollars (\$250) above current salary.

#### **5.5.7 Employee Recognition Program**

Union agrees to participate with the City and other bargaining units on the review of the existing and possible creation of a new employee recognition program.

### **5.6 Direct Deposit**

All unit members, absent extraordinary hardship, shall establish a direct deposit account in order to receive their paychecks.

### **5.7 Longevity Pay**

Effective the first full pay period following ratification by the Union, and approval by the Novato City Council, unit members shall receive longevity pay based on the following schedule:

- a. 1.0% will be added to base pay and shall commence at the beginning of the 10<sup>th</sup> year of service to the City.

- b. An additional 1.0% (total of 2.0%) will be added to base pay and shall commence at the beginning of the 15<sup>th</sup> year of service to the City.
- c. An additional 1.0% (total of 3.0%) will be added to base pay and shall commence at the beginning of the 20<sup>th</sup> year of service to the City.
- d. An additional 1.0% (total of 4.0%) will be added to base pay and shall commence at the beginning of the 25<sup>th</sup> year of service to the City.
- e. An additional 1.0% (total of 5.0%) will be added to base pay and shall commence at the beginning of the 30<sup>th</sup> year of service to the City.
- f. An additional 1.0% (total of 6.0%) will be added to base pay and shall commence at the beginning of the 35<sup>th</sup> year of service to the City.

## **5.8 Lump Sum Payments**

- 5.8.1 Effective the first full pay period following ratification by the Union and approval by the Novato City Council, each permanent unit member, hired before January 1, 2019, shall receive a \$2,500 lump sum payment.
- 5.8.2 Effective the first full pay period following July 1, 2020, each permanent unit member shall receive a \$2,500 lump sum payment.
- 5.8.3 Effective the first full pay period following January 1, 2021, each permanent unit member shall receive a \$1,000 lump sum payment.
  - For lump sum payments in this section, a permanent part-time employee shall receive a pro-rated payment. Pro-rating shall be based on regular (i.e. not overtime) hours divided by 2080.

## **5.9 Salary Survey**

In January 2021, the City will conduct a salary survey of all SEIU bargaining unit positions using the previously agreed to comparator agencies. The survey will be completed no later than February 28, 2021.

# **6. HOURS OF WORK**

## **6.1 Regular Work Day**

### **6.1.1 Standard Schedule - 5/40**

- (a) The regular working day for a full-time unit member is eight (8) hours of work within a period not to exceed nine (9) consecutive hours, including an un-paid meal break.

- (b) Unless otherwise approved by the department head, the typical work day for unit members observing a 5/40 schedule with a one (1) hour meal break shall begin at 8:00 a.m. and end at 5:00 p.m.
- (c) The standard work period for unit members observing a 5/40 schedule shall consist of five (5) days, Monday through Friday inclusive. However, this schedule may be changed by the City Manager to any other consecutive five (5) day period, beginning and ending at any day and any time, to accommodate alternative work schedules.

#### **6.1.2 Alternative Schedule - 9/80**

- (a) The regular working day for a full-time unit member observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, including an unpaid meal break; provided, however, the regular working day on alternate Fridays shall be eight (8) hours of work not to exceed nine (9) consecutive hours, including an unpaid meal break.
- (b) Unless otherwise approved by the department head, the typical work day for unit members observing a 9/80 schedule with a half ( $\frac{1}{2}$ ) hour meal break shall begin at 7:30 a.m. and end at 5:00 p.m. on those days when the regular working day is nine (9) hours of work.

#### **6.1.3 Option Schedule - 4/10/40**

See Section 6.6 for a description of this schedule.

#### **6.1.4 Unpaid Meal Break**

- (a) The unpaid meal break shall not be less than one-half ( $\frac{1}{2}$ ) hour, nor more than one (1) hour.
- (b) The meal break shall be scheduled between the 2<sup>nd</sup> and 5<sup>th</sup> hour of work.
- (c) A unit member may not “work through” his/her meal break and shorten the work day.

### **6.2 Rest Periods**

- 6.2.1 A full-time unit member shall receive two fifteen (15) minute rest periods, with pay, each day. The rest period shall be scheduled by the appropriate

supervisor at or near the mid-point of the first half and second half of the unit member's shift.

- 6.2.2 A unit member may not "work through" rest periods and extend the meal break or shorten the work day.

### **6.3 Work Period/Days**

#### **6.3.1 Standard Schedule - 5/40**

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

#### **6.3.2 Alternative Schedule - 9/80**

- (a) A regular work period under the 9/80 schedule shall be eighty (80) hours worked within a fourteen (14) day period beginning at 12:01 p.m. on Friday and ending at 12:00 noon on the 14<sup>th</sup> day thereafter.

#### **6.3.3 Non-Standard Days/Hours**

Neither the Standard Schedule, nor the Alternative 9/80 Schedule, shall apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

### **6.4 Schedule Change**

Except in cases deemed to be an emergency by the Department Head involved, unit members will be given ten (10) working days' notice prior to any change in their work schedule.

### **6.5 Flexible Hours**

A flexible hours program, as approved by the City Council on March 27, 1979, is available to eligible represented classes. The core hours shall be: 9-11 a.m. and 2-3:30 p.m. and a partnership program put in place. Through this arrangement, it is anticipated that employees responsible for counter coverage can be included in the flexible hours program.

### **6.6 Summer Work Schedule for Maintenance Division**

- 6.6.1 With approval of the Department Head and Assistant City Manager, a schedule of four (4) consecutive week days worked at ten (10) hours per

day and three (3) days off can be implemented for the Maintenance Division. Any schedule involving four (4) work days per week may be proposed by any work team within the Maintenance Division.

- (a) The Department Head and Assistant City Manager are under no obligation to approve any such proposal, and if it serves the City interest, a “4/10” plan may be required for selected personnel from June 1 through September 30.
- (b) If the City experiences a detrimental impact on services, scheduling or cost in any subsequent year, the City may, at its sole option, revert to a “9/80” schedule following a ten (10) workday notice to affected unit members.

6.6.2 The workday shall be ten (10) hours per day with a one-half (½) hour lunch, one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.

- (a) The work hours shall be from 7:00 a.m. to 5:30 p.m.
- (b) Ten (10) hours of paid time will be granted for all holidays during this period (see Section 9).
- (c) Unit members assigned to the Summer Work Schedule, or “4/10” plan, shall be entitled to overtime for work in excess of ten (10) hours per day or forty (40) hours per week.

## **7. OVERTIME**

### **7.1 Overtime Definition**

#### **7.1.1 FLSA Standard**

Except as otherwise specified in this MOU, all overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

#### **7.1.2 Flexible Schedules**

Due to the requirements of the Fair Labor Standards Act, overtime occurs after forty (40) hours of time worked in a Standard Schedule (excludes leave time and leave without pay time) in one (1) week. Therefore, unit members eligible for a flexible hours schedule (see 5.5) shall not schedule their work in a manner that will incur overtime.



### **7.1.3 Overtime Rates**

In addition to daily overtime (hours in excess of eight (8), or the unit member's daily scheduled hours, if higher than eight (8)), the following special overtime rates shall apply:

- (a) double time (2.0) for time worked in excess of sixteen (16) consecutive hours;
- (b) double time (2.0) for hours worked on a holiday.

### **7.1.4 Prior Approval**

Overtime is discouraged. Except in emergency circumstances, all overtime must be approved in advance by a supervisor. See Section 7.7 below.

### **7.1.5 Compensatory Time Off (CTO) In Lieu of Pay**

- (a) With the approval of the unit member's supervisor, a unit member may elect to receive CTO in lieu of overtime pay. All CTO is subject to the provisions set forth in Section 6.6 below.
- (b) CTO shall be earned and accrued at the rate appropriate for either overtime or extra hours.

## **7.2 Job Share/Part-Time Positions**

All regular unit members, including job share or part-time positions, when working more than their regular shift (8 hours, 9/80 or 10 hours) shall be paid overtime or accumulate compensatory time off, as identified in Sections 6.1 and 6.6.

### 7.3 Eligibility

For the purposes of overtime eligibility, unit members covered by the MOU are allocated to the following groups:

Group A: Time-related positions that are eligible for overtime:

**Building:**

Senior Building Inspector  
Building Inspector II  
Building Inspector I  
Senior Code Compliance Officer  
Code Compliance Officer

**Finance:**

Payroll and Accounting Technician  
Senior Accounting Assistant  
Accounting Assistant II  
Accounting Assistant I

**Information Technology**

Network and Systems Administrator  
Technology Business Analyst  
I.T. Technician

**Maintenance:**

Maintenance Supervisor  
Senior Equipment Technician  
Equipment Technician  
Senior Management Worker  
Maintenance Worker  
Facilities Maintenance Supervisor  
Facilities Maintenance Lead Worker  
Custodian

**Clerical:**

Development Permit Supervisor  
Office Supervisor  
Application Support Technician  
Senior Office Assistant  
Reprographics Technician  
Reprographics Assistant  
Office Assistant II  
Office Assistant I

**Engineering:**

Principal Engineering Technician  
Senior Engineering Technician  
Engineering Technician II  
Engineering Technician I

**Recreation:**

Recreation Supervisor  
Recreation Coordinator  
Childcare Teacher  
Gymnastics Instructor  
Volunteer Coordinator

Group B: Non-time-related positions accountable for results only – are not eligible for overtime:

Principal Planner

Senior Planner

### 7.4 Standby

#### 7.4.1 General

When, after the unit member's regular work period, he/she is required by written order of Department Head to leave work where he/she may be contacted to return to work if needed within a reasonable period of time, the unit member shall receive one (1) hour pay at the overtime rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not

called back to work. Standby is premium pay not included as hours worked in regular rate of pay.

#### **7.4.2 Holidays**

If the standby is assigned on a holiday, the member shall be receive one (1) hour pay at the double-time rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not called back to work.

#### **7.4.3 Transportation**

- a. Depending on the availability of an appropriate vehicle, as determined by the Maintenance Superintendent, a member shall be provided a City vehicle for transportation to and from work while on standby.
- b. In the absence of an appropriate vehicle, the member shall be paid mileage for travel to and from Novato and the member's residence if required to report to work while on standby. Mileage shall be paid at the reimbursement rate established by the IRS.

### **7.5 Callback**

#### **7.5.1 Four Hour Minimum**

A unit member who has departed from his/her work location and is called back to work, is guaranteed a minimum of four (4) hours compensation. If the callback exceeds four (4) hours in duration, the unit member will be compensated for the actual hours worked.

#### **7.5.2 Rate of Pay**

Callback time shall be paid at the overtime rate and is not included as hours worked in regular rate of pay.

#### **7.5.3 Start of Callback Assignments and Reporting to Work**

Compensation for callback will begin once the unit member has accepted the assignment. Upon accepting the callback, the unit member will report to work without delay.

#### **7.5.4 Meal Break**

If a Callback exceeds two (2) hours and immediately precedes the start of the unit member's normal shift, the unit member will be provided a thirty

(30) minute paid meal break at the first practical opportunity. The meal will be paid in accordance with the City's travel and training policy.

#### **7.5.5 Callback from Standby Status**

If the unit member has been placed on Standby in accordance with Section 6.4 of the MOU and is required to return to work, this will constitute a Callback and the unit member will be compensated as indicated above.

#### **7.5.6 Early Start**

If a member has already arrived at his or her work location prior to the start of his or her normal shift and is asked to begin work early, he or she is eligible to receive overtime for the actual hours worked prior to the normal start time, but it will not constitute Callback and will not be compensated as described above. In this case, overtime pay for time worked will only be paid if the unit member works his or her full shift.

#### **7.5.7 Rotation**

As reasonably possible, Callback shall be rotated among unit members in the affected classification. Exceptions shall be made for specialty skills (e.g. backhoe, irrigation/sprinkler systems, special licenses).

### **7.6 Compensatory Time Off (CTO)**

#### **7.6.1 Eligibility**

Only unit members eligible for overtime may accumulate CTO (see 7.3).

#### **7.6.2 Eighty Hour Cap**

A unit member may accumulate up to eighty (80) hours of CTO which may be carried beyond the established work period.

#### **7.6.3 Scheduling and Use**

All CTO must be scheduled in advance and requires supervisory approval. CTO may be taken off in minimum increments of one-quarter (1/4) hour increments.

### **7.7 Distribution of Scheduled Overtime**

The opportunity for scheduled overtime shall be equitably distributed by management among the qualified members of the division. The City will continue the existing practice for emergency overtime. In addition, the

distribution for overtime for all maintenance worker positions will occur as detailed in Appendix B.

#### **7.8 Limitation of Overtime**

It is the policy of the City to keep all overtime usage to a minimum. Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the unit member.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime.

Overtime shall be compensated to the nearest one-quarter (1/4) hour. This shall apply to accumulation of all overtime during a work period.

### **8. SHIFT DIFFERENTIALS**

#### **8.1 Eligible Employees**

The City shall pay shift differentials to unit members occupying classifications which are eligible for overtime under this MOU on the following basis:

##### **8.1.1 Excludes 8AM to 5PM**

Such a unit member shall be eligible for shift differential for all hours worked on a regularly assigned shift providing at least eight (8) consecutive hours have been worked on a shift other than the shift from 8:00 a.m. to 5:00 p.m.

Unit members working a 9/80 schedule shall be eligible for shift differential for all hours worked on a regularly assigned shift providing at least nine (9) consecutive hours have been worked other than between 7:00 a.m. and 6:00 p.m.

#### **8.2 Shift Differential**

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 5:00 p.m. and 12:00 midnight, the rate of five (5%) percent shall be added to the regular base rate of pay for all hours worked within that 5:00 p.m. to 12:00 midnight time period.

For unit members working a 9/80 schedule, all hours worked on a regularly assigned shift in which at least one (1) hour falls between 6:00 p.m. and 12:00

midnight, the rate of five percent (5%) shall be added to the regular base rate of pay for all hours worked within that 6:00 p.m. to 12:00 midnight time period.

#### **8.2.1 Shift Differential/12 Midnight to 8AM**

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 12:00 midnight and 8:00 a.m., the rate of seven and one-half percent (7.5%) shall be added to the regular base rate of pay for all hours worked within that 12:00 midnight to 8:00 a.m. time period.

For unit members working a 9/80 schedule, all hours worked on a regularly assigned shift in which at least one (1) hour falls between 12:00 midnight and 7:00 a.m., the rate of seven and one-half percent (7.5%) shall be added to the regular base rate of pay for all hours worked within that 12:00 midnight to 7:00 a.m. time period.

#### **8.2.2 Senior Maintenance Worker Sweeper**

Unit members classified as Senior Maintenance Worker assigned to the street sweeper shall be paid the appropriate shift differential for all hours worked on a swing or graveyard shift.

#### **8.2.3 Flex Time**

Unit members working a flexible hours schedule (see Section 6.6), or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor, are not eligible for shift differential.

Unit members who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

#### **8.2.4 Regularly Assigned Shift**

Regularly assigned shift means that when a unit member is assigned to work a shift, his/her supervisor has every expectation that the shift will continue for an extended period of time.

### **8.3 Work In Higher Class**

A unit member who is assigned to work in a position in a higher classification for a period of four (4) or more consecutive full regular work days shall be paid at least five percent (5%) more than their prevailing salary or at the entrance step of the range of the higher classification, whichever compensation is greater.

However, certain skill-related positions may be compensated immediately for work in a higher position where, as determined by the Department Head, the higher position requires skills different from the occupied position and that the individual proposing to work in the higher position has the skills necessary with no additional training. Work in a higher class shall only be assigned if the unit member is responsible for a substantial portion of the essential functions normally assigned to the higher class position, including, but not limited to, actively managing unit operations and supervising the staff that report to the position and independently rendering judgments and making decisions typically reserved to the higher position. Work in a higher class shall not be assigned for performing routine work that does provide substantial relief to the manager or supervisor of the higher class position and it shall not be granted as part of a training program.

All work in a higher position shall be approved in advance by the City Manager or his or her designee based on the recommendations of the unit member's Division Manager, Department Head and the Human Resources Manager.

## **9. OTHER COMPENSATION AND BENEFITS**

### **9.1 Educational Incentive**

The following tuition reimbursement and educational incentive payments shall continue to be made available:

1. Tuition reimbursement may be made up to One Hundred Fifty Dollars (\$150) per fiscal year in accordance with established City policy.
2. Educational incentive payments may be made in the amount of Twenty Dollars (\$20) per month for level one reimbursement and Forty Dollars (\$40) per month for level two reimbursement.

### **9.2 Uniform Allowance**

- 9.2.1 Each unit member in the Maintenance Worker series (in the Corporation Yard) shall receive an annual clothing allowance of Three Hundred Dollars (\$300.00). The clothing allowance shall be earned at the rate of Twenty-Five Dollars per month.
- 9.2.2 Each unit member in the Reprographic Technician classification and each Senior Office Assistant working in the Maintenance Yard, shall receive an annual clothing allowance of One Hundred Twenty Dollars (\$120). The clothing allowance shall be earned at the rate of Ten Dollars (\$10) per month.

9.2.3 Employees who terminate their services or who are released from duty may be required to return a portion of the clothing allowance. The amount to be returned will be prorated based on the length of employment.

9.2.4 If an employee is on leave of absence without pay or on leave status in excess of one (1) month, uniform allowance entitlement will not be paid for time not worked.

9.2.5 The clothing allowance will be paid during the first pay period in January of each year. Any employee hired into the above referenced classifications and eligible for a uniform allowance shall have the allowance prorated based on the number of months remaining in the calendar year.

**9.2.6 City Contribution–Safety Boots**

Each unit member in the Maintenance Worker and Building Inspector series shall be entitled to receive a reimbursement of Two Hundred Dollars (\$200.00) each year for the purchase of OSHA approved hard-toed boots.

**9.3 City Contribution–Renewal Commercial Drivers License**

9.3.1 In accordance with 8.3.2 below, the City will reimburse a unit member who is required to possess or obtain a Class A (or Class B) California Driver's License for the cost of the license.

9.3.2 The City's required contribution, during the term of this MOU, cover the actual cost of the license renewal. The City's contribution shall be capped at the actual cost, not to exceed \$100.

**9.4 Meal Reimbursement**

**9.4.1 Night Meetings**

(a) Unit members scheduled to work night meetings will be reimbursed for a meal in accordance with Administrative Policy 6.1, Conference/Meeting/Training Attendance.

(b) Unless a higher amount is specified in Administrative Policy 6.1, the meal reimbursement shall be up to Twelve Dollars (\$12.00).

**9.4.2 Meal/Extended Work Period Maintenance Workers**



Maintenance Worker classifications required to work three (3) hours beyond a regular work schedule shall be reimbursed up to Ten Dollars (\$10) for a meal.

#### **9.4.3 Receipts**

Presentation of a meal receipt is required.

### **9.5 Mileage Reimbursement**

#### **9.5.1 Recreation Supervisors**

Recreation Supervisors shall be entitled to mileage reimbursement for use of personal vehicles to travel to and from work or the job site on the day(s) of the week that they are required to work as overtime. Such reimbursement shall be “portal-to-portal.”

#### **9.5.2 Custodians**

The classifications of Facilities Maintenance Leadworker and Custodian shall be entitled to “portal-to-portal” mileage reimbursement when required to work on days other than assigned shift.

#### **9.5.3 IRS Rates**

Mileage to be paid at the current IRS rates.

### **9.6 Bilingual Pay**

Upon recommendation of the Department Head, a unit member who is assigned to a position that requires fluency in English, and in a second designated language, shall receive an additional three percent (3%) of base compensation. To receive bilingual pay, the unit member shall have demonstrated language fluency in the designated language to the City’s satisfaction and must provide bilingual services within the scope of their position and as otherwise directed by the City. Payment shall be made each pay period that the unit member is assigned to the position and required to perform bilingual services.

## **10. HOLIDAYS**

### **10.1 Paid Holidays**

Each unit member covered by this MOU shall receive thirteen (13) paid holidays per year:

<b>HOLIDAY</b>	<b>OBSERVED</b>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Two (2) floating holidays	To Be Determined

### **10.2 Special Circumstances**

#### **10.2.1 General Intent**

It is the intent of this MOU that all full-time unit members receive thirteen (13) paid holidays regardless of their assigned work week.

#### **10.2.2 Holiday on Saturday**

When a holiday falls on a Saturday, the preceding workday (which is not also a holiday) shall be deemed the holiday.

#### **10.2.3 Holiday on Sunday**

When a holiday falls on a Sunday, the following workday (which is not also a holiday) shall be deemed the holiday.

#### **10.2.4 Work on a Holiday**

When a unit member eligible for overtime is required to work on a holiday or when the holiday falls on a unit member's regular day off, he/she shall receive straight time payment for that day or may choose not to take

payment but select another day as holiday leave with pay during the fiscal year with the consent of the Department Head.

#### **10.2.5 9/80 Schedule/Off Friday**

When a holiday falls on an off Friday for unit members observing a 9/80 schedule, the holiday shall be observed on the Thursday immediately preceding the off Friday. If holidays fall on both the off Friday and the Thursday preceding the off Friday, the holiday shall be observed on the Wednesday immediately preceding the off Friday.

#### **10.2.6 Paid Status**

To receive pay for a holiday, the unit member must have been in paid status on his/her regularly scheduled work day immediately preceding and succeeding the holiday.

### **10.3 Floating Holidays**

The floating holidays may be taken at any time during the fiscal year with the prior approval of the unit member's Department Head. Floating holiday is earned at the rate of one day for six (6) months or less of service in the fiscal year or two (2) days for more than six months service. The floating holidays may not be accumulated and carried forward to the next fiscal year.

### **10.4 Accounting for Holidays**

#### **10.4.1 Credited Hours**

Holiday pay will be counted in eight (8) hour increments if the unit member is working on a 8/40 schedule; nine (9) hour increments if the unit member is working on a 9/80 schedule; and ten (10) hour increments if the unit member is working on a 10/40 schedule.

#### **10.4.2 Alternate Work Schedules**

The Assistant City Manager (or his/her designee) will make determinations on a case-by-case basis to ensure that unit members on alternate work schedules are not adversely affected by the manner in which holidays are accounted.

## **11. VACATION**

### **11.1 Vacation Accrual Rates**

Unit members shall earn vacation in accordance with the following vacation entitlement schedule:

SERVICE	ACCRUAL RATES	
	Hours Per Year	Hours Per Pay Period
First Year	80	3.08
Second Year	88	3.38
Third Year	96	3.69
Fourth Year	104	4.00
Fifth Year	112	4.31
Sixth Year	120	4.62
Seventh Year	128	4.92
Eighth Year	136	5.23
Ninth Year	144	5.54
Tenth Year	152	5.85
Twelfth Year	160	6.15
Fifteenth Year	168	6.46
Seventeenth Year	176	6.77
Twentieth Year	184	7.08

#### **11.1.1 Cap on Vacation Accrual**

Unit members may accrue no more than two hundred seventy (270) hours of vacation time. When a unit member reaches their maximum vacation accrual, no further vacation will accrue until the unit member's accrual is decreased below the allowed maximum of two hundred seventy (270) hours.

#### **11.1.2 Exception When City Cancels Vacation**

If a unit member has scheduled vacation, and the City cancels that vacation, the unit member will be allowed to accrue more than the two hundred seventy (270) hour maximum until the City either schedules the unit member for vacation or grants a subsequent request for vacation from the unit member.

### **11.2 General Provisions**

#### **11.2.1 Vacation Credit**

A unit member is eligible to accrue vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned, odd fractions rounded to the nearest tenth. Earned vacation is credited to the unit member at the end of each qualifying pay period.

### **11.2.2 Vacation Usage**

The times during which a unit member may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of a unit member's vacation must be deferred beyond a calendar year, the unit member may take vacation during the following calendar year.

Vacation time shall not be taken until earned and shall be subject to all other provisions of this MOU. Vacation may be scheduled and used in a minimum of one (1) hour increments.

### **11.2.3 Vacation Schedule**

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

### **11.2.4 Vacation Deferral**

It is the policy of the City that unit members take their normal vacation each year; provided, however, with the prior written approval of the City Manager, an unit member may take less than a normal vacation in one year and carry the balance of his/her earned time over to the next year. The maximum vacation that may be deferred from one anniversary date to the next is two hundred seventy (270) hours unless due to special circumstances the City Manager has granted a specified extension of time.

### **11.2.5 Probationary Employees**

Employees will be permitted to use accrued vacation leave after six (6) months of employment subject to the approval of the Department Director.

### **11.2.6 Effect of Termination on Accrued Vacation**

Upon termination of a unit member's service with the City, he/she shall be paid a lump sum for all accrued and unused vacation hours.

### **11.2.7 Status Report of Accrued Vacation Leave**

The City will provide to each unit member on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of a unit member's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

### **11.3 Vacation Redemption**

Once each year, on his/her employment anniversary date, a unit member may receive compensation from the City for up to forty (40) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

- (a) he/she must have used, in the twelve (12) months immediately preceding his/her anniversary date, not less than eighty (80) vacation, at least forty (40) vacation hours must have been scheduled and used consecutively for unit members assigned to work a standard 5/40 work schedule. A minimum of 36 vacation hours is required for unit members who were assigned to a 9/80 alternate work schedule for the majority of the preceding twelve-month period.
- (b) he/she must have made a, written notification to the City (by December 15<sup>th</sup> of the calendar year preceding the year in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;
- (c) his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated.

## **12. SICK LEAVE**

### **12.1 General**

#### **12.1.1 Accrual**

Each unit member shall be entitled to nine (9) hours of sick leave accrual with pay for each qualifying month of service.

Sick leave is credited to the unit member at the end of each qualifying pay period. There is no limit to sick leave accrual.

#### **12.1.2 Usage**

##### **(a) Employee's Illness/Injury**

Sick leave with pay, up to the total number of accumulated sick hours, shall be granted by the Department Head in case of bona fide illness or injury of the unit member.

##### **(b) Absence Leave Form**

Immediately upon return to work, the unit member shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable

means, the validity of any sick leave usage either as a condition of continuing a unit member on sick leave status or as a requirement of returning to work. Additionally, if the City suspects a unit member is abusing or has abused sick leave, the City may require the unit member to be examined by the City's physician at no cost to the unit member.

### **12.1.3 Return to Duty**

If a unit member has been absent for more than five (5) consecutive calendar days, or has been absent due to extenuating circumstances, he/she may be asked (at the City's discretion) to either undergo a fitness for duty physical (paid for by the City) or to provide a certificate from his/her medical doctor verifying fitness for duty.

### **12.1.4 Conversion of Sick Leave to Personal Necessity Leave**

- (a) A unit member may convert one day of sick leave to personal necessity leave provided that the employee has a bank of at least forty (40) hours sick leave remaining after the conversion. Such leave shall be treated in the same manner as vacation leave for the purposes of reporting and scheduling, but shall have no cash value and may not accrue beyond the fiscal year.
- (b) Personal necessity leave shall be used for business of a serious nature which cannot reasonably be dealt with outside of normal working hours. This leave may be used in half (½) day increments.

## **12.2 Sick Leave Transfer**

Unit D employees will have the ability to transfer earned sick leave to other employees in Units participating in this program, subject to the following conditions:

- 12.2.1 The transferee shall have or shall expect to have a total accrued sick leave time of less than twenty-four (24.0) hours at the time of the transfer.
- 12.2.2 No one can, by use of this transfer, reduce his or her accrued sick leave to less than forty (40.0) hours.
- 12.2.3 All such transfers shall be approved by the Assistant City Manager.
- 12.2.4 All transfers shall be anonymous to the transferee.

### **12.3 Bereavement and Special Sick Leave**

- 12.3.1 Bereavement leave of up to five (5) working days per incident shall be granted by the City in case of the death or serious illness of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member (or grandparent or grandchild of the unit member or his/her spouse). Up to three days will be granted for bereavement leave requiring travel of 200 miles or less. Up to five days will be granted if travel of more than 200 miles is required.
- 12.3.2 Bereavement leave, or special sick leave in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.
- 12.3.3 Special sick leave, but not Bereavement leave shall be charged against accumulated sick leave.

### **12.4 Sick Leave – Conversion at Time of Retirement**

Accumulated sick leave will be credited to unit member's length of service upon retirement from the City of Novato and will become a part of the calculation upon which PERS retirement benefits are established.

### **12.5 Doctor/Dentist Visits**

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

## **13. INDUSTRIAL ACCIDENT LEAVE**

### **13.1 First Five Days**

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charges against sick leave, during the first five (5) days off work and any portion thereof, following an industrial accident.

13.1.1 This payment will be provided if the City determines that:

- (a) The accident is, in fact, work related.
- (b) Time off work is necessary as determined by City's physician.
- (c) The duration of the time off work is necessary as determined by City's medical examiner.

13.1.2 Any compensation insurance payments received by the unit member, except for payments received for permanent or partial disability not



associated with current injury, shall be deposited in the City treasury for this five (5) day period.

### **13.2 After First Five Days**

After the first five (5) days, or if not in conformance with the above criteria, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides compensation benefits equal to eighty-six percent (86%) of the employee's wage or salary.

### **13.3 Choice of Physician**

The unit member has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the unit member be injured. If the unit member does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the unit member from seeking emergency treatment from a physician of the unit member's choice, or from being evaluated by a doctor of the unit member's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at unit member's expense.

If the unit member is still in need of medical care thirty (30) days after the work related and reported injury, the unit member has the right to be treated by a doctor of his/her choice.

### **13.4 Length of Leave**

Industrial accident leave shall begin on the first day of such absence and shall continue for the length of the approved medical leave. When a unit member is on industrial accident leave status and such industrial accident leave time due the unit member has been exhausted, subsequent leave of absence shall first be charged to sick leave accruals, then to compensatory time accruals, and then to vacation accruals. An exception shall be made if such would cause a unit member to lose vacation which could not be carried forward.

### **13.5 Continuation of Medical Benefits**

The City will continue its contribution for medical benefits for a period of up to eight (8) weeks per event for unit members on leave without pay status as the result of on-the-job injuries or illness.

### **13.6 Safety Incentive Program**

The City and Unit D agree to participate in a safety holiday incentive program with the goal of reducing workers' compensation costs. This program is established for Facilities Maintenance Leadworker and Maintenance and Custodial employees. Clerical employees are not eligible for the Safety Incentive Program.

13.6.1 Employees of the Maintenance Worker and Custodian classifications will be placed in one of three sections:

- ☐ Parks and Landscaping
- ☐ Streets
- ☐ Custodian and Maintenance Specialists

13.6.2 If all employees within the Maintenance Worker and Custodian classifications in a designated section complete six (6) months without a work-related injury or illness resulting in more than one-half day (½) of lost time, a "Safety Holiday" will be granted to all employees of that section.

13.6.3 For part-time employees in these sections who are eligible for benefits, the holiday will be prorated. The safety holiday can only be taken in full one (1) day intervals and must be taken within six (6) months of the award; provided, however, that the time may be extended with approval of the Assistant City Manager. The day may be taken as a day off for the whole section or as an individual day off, subject to the approval of the Department Head.

### **13.7 Light Duty Assignments**

The Maintenance Division will provide light duty work assignments, if available, to qualified employees as a method for facilitating the injured employee's return to work. Possible light duty work assignments are listed in Appendix C. This list is intended to aid discussion between the City and the employee about opportunities for light duty assignments. It is not intended as an exhaustive or exclusive list and does not limit the parties' discussion in a manner that is inconsistent with state and federal law.

13.7.1 The duration of the light duty assignment will depend on a number of factors, including whether the employee is demonstrating reasonable progress toward returning to full duty by a lessening of work restrictions.

13.7.2 To be eligible for a light duty assignment:

- (a) The employee must have a release from a physician. The release must clearly state any work restrictions. The City reserves the right to use its own physician.
- (b) Assignments are made by the Supervisors.

## **14. SPECIAL LEAVE**

### **14.1 Miscellaneous Leave With Pay**

A unit member shall be granted leave of absence with full pay for:

14.1.1 Jury service;

14.1.2 Subpoena of him/her as a witness; or

14.1.3 Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including the 9/80 day off.

Any extra compensation received by the unit member for the above (travel time exempt) shall be remitted by the unit member to the City.

### **14.2 Leave of Absence Without Pay**

Leave of absence without pay is intended to serve the purpose of covering unforeseen or special events and where other leave balances are not available. Approval by the Personnel Director for periods not exceeding a total of five (5) days is required. Approval of leave in excess of a total of five (5) days and up to three (3) months by the City Manager is required. Leaves in excess of three (3) months and up to one (1) year require City Council approval. During such leave of absence, benefits will not be paid unless the unit member elects to reimburse the City for cost; sick leave, vacation or holiday benefits will not be accrued or paid. All leaves of absence without pay must be approved in writing.

### **14.3 Family Care and Medical Leave**

The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

14.3.1 Basic rights under the Family and Medical Leave Act of 1993 include:

- (a) Provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” unit members if they have worked for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months for a full-time unit member and for one thousand forty (1,040) hours over the previous twelve (12) months for a part-time unit member.
- (b) Reasons for taking leave: to care for the unit member’s child after birth, or placement for adoption or foster care; to care for the unit member’s spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes the unit member unable to perform the unit member’s job.
- (c) Options exist, for the unit member and the City to substitute certain kinds of paid leave.
- (d) The measuring period for eligibility is twelve (12) months looking backward from the day of leave.

14.3.2 The unit member ordinarily must provide thirty (30) days’ advanced notice when leave is “foreseeable.” May require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the City’s expense) and fitness for duty report to return to work. Requests for leave are submitted to the unit member’s Department Head for approval and reviewed by Personnel for consistency with the law prior to approval.

14.3.3 For the duration of the FMLA leave, the City shall continue to provide group health insurance to the same extent that coverage is provided while the unit member is on the job. The City can recover premium costs if the unit member does not return to work.

14.3.4 Upon return from FMLA leave, most unit members must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

**14.4 Special Leave Days**

Effective the first full pay period following ratification by the Union and approval by the Novato City Council, each unit member who was employed by the City on

or before July 1, 2019 shall be credited with two (2) days of special leave. These days must be used only as paid days off and must be used by June 30, 2021.

## **15. PROFESSIONAL LEAVE**

### **15.1 Eligible Unit Members**

In recognition of the irregular hours and time required by employees in professional positions in the Planning Division who are exempt from overtime provisions, a professional leave program was established effective July 1, 1975.

15.1.1 At times approved by the Department Head, employees in the classifications of Principal Planner and Senior Planner will be granted professional leave equal to the amount of time worked beyond the standard work week.

15.1.2 These positions are exempt from Fair Labor Standards Act provisions for overtime. It is understood that by virtue of their assignments, professional employees are non-time related and that work hours other than the normal work day are a reasonable requirement of the professional classifications.

### **15.2 Pay in Lieu**

If, in the judgment of the City, it becomes practical to pay for time spent beyond the customary work week, such compensation will be one and one quarter (1-1/4) times the base rate of pay.

### **15.3 Limit on Accrual**

A cap of eighty (80) hours of professional leave is allowed and may be carried beyond the established work period. This cap was established to recognize work demands.

### **15.4 Pay on Separation**

Accumulated professional leave time will be paid in cash at one and one-quarter (1-1/4) times the regular rate of pay upon termination.

## **16. BENEFITS AND INSURANCE**

### **16.1 Plans**

#### **16.1.1 Eligibility**

- (a) A unit member is eligible for a City contribution for benefits effective the first of the month following date of employment.

- (b) Deductions for benefits (see 16.3) shall be made within the month for which coverage is provided.

#### **16.1.2 Enrollment/Withdrawal**

- (a) Enrollment in, or withdrawal from, benefit plans shall occur at times established by City policy subject to requirements of the insurance providers.
- (b) Unit members may enroll in available health insurance programs and/or health and welfare plans at such times as carriers allow for open enrollment periods.
- (c) Dependent coverage may be added, or deleted, between open enrollment periods subject to conditions imposed by the selected insurance providers.

#### **16.1.3 Benefit Enrollments**

- (a) All unit members must participate in the following:
  - ☐ Dental Insurance
  - ☐ Vision Insurance (City paid benefit, see section 16.5)
  - ☐ Employee Life Insurance (Basic \$50,000, AD&D) (City paid benefit, see section 16.6)
  - ☐ State Disability Insurance
- (b) Unit members may participate in the following (or may opt out):
  - ☐ Employee Disability Income Insurance
  - ☐ A medical plan available through the PERS Health Plan for employee only, or employee and one (1) dependent, or employee and two (2) or more dependents

#### **16.2 Part-time Unit Members**

Regular part-time unit members may participate in the available plans, subject to the following:

16.2.1 Upon proper application, a part-time unit member shall receive a pro-rated City Contribution toward the cost of premiums.

16.2.2 Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.

16.2.3 The pro-rated contribution shall be based upon the ration of the unit member's regularly assigned hours to full-time (i.e. four (4) hours per day in a 5/40 schedule equals fifty percent (50%)).

### **16.3 Required City Contribution for Premiums**

16.3.1 Effective July 1, 2019, the City will contribute the following amounts toward employee health care premiums based on the following participation levels:

- a) Employees at the "employee only" level shall receive \$1,050 per month or the amount of the Kaiser Region 1 Single premium, whichever is greater.
- b) Employees at the "employee plus one" level shall receive \$1,725 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater
- c) Employees at the "employee plus two or more" level shall receive \$1,975 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater
- d) Employees hired on or after August 24, 2010 who enroll in a health plan through the City shall receive no cash out of the City's contribution for health care premiums if the contribution exceeds the amount required to pay the premium.

16.3.2 Employees who were not enrolled in a health care plan through the City as of July 1, 2014 may continue to cash any unused portion of the contribution as taxable income to the member during the term of this MOU.

16.3.3 Employees who do not enroll in a medical plan through the City shall be limited to cash out of no more than Two Hundred and Fifty Dollars (\$250.00) per month, which shall constitute taxable income to the member.

### **16.4 Dependent Status Change/Verification**

16.4.1 If the status of an employee's dependent changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City's contribution rate is properly adjusted if necessary. Failure to notify Human Resources of such a change within thirty (30) days could result in the employee being held financially responsible for any benefit

overpayment, if retroactive removal is required by law or benefit plan agreements.

16.4.2 On an annual basis, an employee will be required verify his or her dependent status in writing to ensure that the City is contributing the appropriate amount toward health insurance premiums and to confirm the employee's compliance with the Patient Protection and Affordable Care Act (ACA). The City will use the CalPERS definition of the term "dependent."

#### **16.5 Vision Coverage**

Regular employees are eligible for vision insurance coverage for the employee and eligible dependents. The City pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular full-time employee and his/her eligible dependents.

#### **16.6 Life Insurance**

The City will provide basic life insurance with a coverage amount of \$50,000 per employee. The City pays one hundred percent (100%) of the monthly life insurance premium on behalf of each regular full-time employee.

#### **16.7 Benefits and Insurance Committee**

The City and the Union will participate in a Citywide committee consisting of members from all Units and management for the purpose of improving/managing the benefit package.

#### **16.8 Domestic Partners**

Health and welfare benefits available to employees shall also be available to domestic partners so long as the provider of the benefit covers domestic partners. To qualify for domestic partner benefits, the employee and his or her domestic partner shall be subject to the eligibility and registration requirements established by Section 297 of the State of California Family Code and by the California Secretary of State, as well as any requirements of the benefit provider. This shall include any requirements established by the California Public Employees' Retirement System as a provider of health benefits.

Employees shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.



## **17. RETIREMENT**

### **17.1 PERS Plan**

17.1.1 The City shall provide the California Public Employees' Retirement System (PERS) for miscellaneous employees as follows:

Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato before September 25, 2011 are eligible for a 2% @ 55 benefit formula with a one-year highest compensation benefit.

Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after September 25, 2011 are eligible for a 2% @ 55 benefit formula with a three-year highest compensation benefit.

Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after January 1, 2013 are eligible for the 2% @ 62 benefit formula.

17.1.2 The City will continue to provide the following benefits through its contract with PERS: Level IV 1959 Survivors Benefits, plus sick leave credit; provided, however, that employees hired after September 24, 2011 shall have their retirement benefit:

- a. capped at 100% of the reportable compensation used by PERS to calculate the benefit.

### **17.2 Employee PERS Contribution**

17.2.1 Tier One and Two - Classic Member Employee Contributions

Classic Members shall contribute seven percent (7.0%) of salary to the PERS retirement plan.

17.2.2 Tier Three - New Member Employee Contributions

New Members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.

17.2.3 Employee contribution paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

### **17.3 Employer PERS Contribution**

17.3.1 Tier One and Two - Classic Members shall also contribute an additional amount towards the employer share of PERS contribution, as follows:

Effective September 1, 2019, employees shall contribute 2.5% towards the employer share of PERS contributions. The total contribution for Tier One and Two Classic Members shall be nine and a half percent (9.5%).

### **17.4 PERS Plan Enhancements**

The City will amend its contract with CalPERS to add the Pre-Retirement Option 2W Death Benefit (CA Government Code Section 21548). September of 2014 is the soonest the contract can be amended.

## **18. CAREER LADDERS**

Specific career ladders shall be maintained and extended where possible. This program shall be supported by budgetary position allocations which permit promotion through the ranks to the highest non-supervisory, non-specialized position in a series upon qualifying therefor. The City maintains the right, based on program needs and service demands, to set standards of service and determine allocation of positions to meet these needs.

## **19. WORKING CONDITIONS**

### **19.1 Safe Working Conditions**

The City shall provide safe working conditions for all unit members as required by law.

### **19.2 Work Site Safety Practices**

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

### **19.3 Reporting Unsafe Conditions**

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

### **19.4 Investigations**

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

### **19.5 Alternating Work Spaces**

The City agrees to provide notice to recognized employee organization and an opportunity for the organization to provide input before removal or altering of present work spaces in connection with remodeling and/or construction of a new City Administration building.

### **19.6 Video Display Terminals**

The City agrees to provide notice to recognized employee organization and an opportunity for the organization to provide input on safety standards for Video Display Terminals (VDTs).

### **19.7 Safety Equipment**

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this MOU.

### **19.8 No Smoking Ordinance**

The City adopted a No Smoking Ordinance as detailed in Ordinance 1179.

### **19.9 Probationary Period**

The probationary period of newly hired employees within the bargaining unit shall be a minimum of twelve (12) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to fifteen (15) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

### **19.10 Layoff Procedure**

The City will use Rule 12 of the proposed revisions to the Personnel Rules and Regulations Resolution as a layoff procedure when any such layoff only affects members of Unit D.

During the term of this MOU, the Management Systems Task Force (MSTF) shall consider strategies for avoiding layoffs should the City need to implement budget reductions. The MSTF will consider revenue enhancements, expenditure reductions, operating efficiencies and other appropriate actions. The MSTF shall make recommendations to the City Manager.

## **20. TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES**

Bargaining unit members shall be subject to testing for alcohol and controlled substances in accordance with City-adopted policy.

## **21. CONCERTED ACTIVITIES**

### **21.1 Definition Strike/Work Stoppage**

As used in this section, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

### **21.2 No Strike Clause**

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

### **21.3 Strike Sanctions**

If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the Municipal Employee Relations Officer may suspend or revoke the recognition granted to such employee organization, may suspend or cancel any or all payroll deductions payable to such organization, and prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by such organization.

### **21.4 Lockout**

The City agrees not to engage in any lockout.

### **21.5 Court Enforcement**

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law.

## **22. GRIEVANCE**

All disputes arising under this MOU shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in Resolution 25-99.

As an alternative to the Procedures set forth in Resolution 25-99, the Union may submit to arbitration any grievance that alleges a violation, misinterpretation or misapplication of a specific term of this MOU. If this election is made, the arbitrator shall render a decision (which shall include findings of fact and conclusions of law) that is binding.

## **23. DISCIPLINARY ACTION**

23.1 All disputes arising under this MOU shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in Resolution 14-99, Rule 11. Rule – 11 of the City's Personnel Rules are inserted into Appendix D of this Memorandum of Understanding for information purposes only.

23.2 Upon written request of an employee, to Human Resources, disciplinary actions in the form of written counseling memorandums, notices, written warnings or written reprimands that have been in the employee's personnel file for more than five (5) years from date of the adoption of this MOU, shall be removed to the extent permissible by law, provided the employee has no subsequent additional disciplinary actions or notices placed in their personnel file, since the date of such prior action. Performance evaluations are excluded from this provision.

## **24. COMPLETION OF MEET AND CONFER**

The parties acknowledge that, for the life of this MOU, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this MOU, notwithstanding, any other provisions of laws to the contrary, or as provided for in this MOU.

## **25. SAVINGS CLAUSE**

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to, if possible, immediately meet and confer for the sole purpose of arriving at a mutually satisfactory substitute for the invalid article, sections, or portion thereof.

## **26 Full Understanding**

It is intended that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein. With respect to side letter agreements, any not attached to the MOU are hereby terminated in their entirety. Side letter agreements

attached to this MOU shall continue in force subject to the terms contained therein. Any side letter agreements entered into during the term of the MOU shall be attached to the MOU and continue in force subject to the terms and conditions set forth in each side letter.

## **27. TERM**

### **27.1 Initial Term**

This MOU shall be in effect from either July 1, 2019 or ratification by both parties, whichever occurs later, through and including June 30, 2021.

### **27.2 Continuation**

This MOU shall continue in effect thereafter from year to year unless either party gives written notice to the other at least one hundred twenty (120) calendar days, prior to the expiration of the Initial Term (see 25.1 above), of its intent to terminate or modify this MOU.

## **28. FINALITY OF RECOMMENDATIONS**

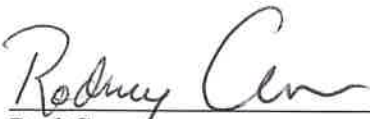
Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by the Union or the City Manager during the Initial Term of this MOU (Article 25) except as provided for in this MOU.


## **29. MOU DISTRIBUTION**


The City agrees to provide the Union with a copy of this MOU in electronic form. From this file, the Union will be responsible for distributing sufficient copies to its membership.

IN WITNESS WHEREFORE, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding for the term set forth in Article 25, above.

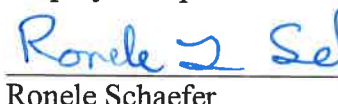
For SEIU 1021:


  
Rod Crow  
Employee Representative


  
Alison Fletcher  
Employee Representative


  
Bill Johnson  
Employee Representative

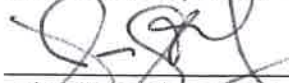
  
Ryan Miller  
Employee Representative

  
Ronele Schaefer  
Employee Representative


  
Michael Vilorio  
Field Representative, SEIU 1021

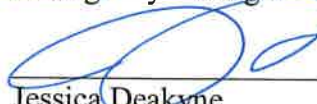
  
Joel Evans-Fudem  
Field Representative, SEIU 1021

  
Jason Klumb  
Area Director, SEIU 1021

  
John Stead-Mendez  
Executive Director, SEIU 1021

For the CITY OF NOVATO:

  
Adam McGill  
~~Acting~~ City Manager

  
Jessica Deakne  
Assistant City Manager

**APPENDIX A**  
**REPRESENTED CLASSES**

**UNIT D**

**Building:**

Senior Building Inspector  
Building Inspector II  
Building Inspector I  
Senior Code Compliance Officer  
Permit Technician  
Code Compliance Officer

**Clerical:**

Development Permit Supervisor  
Office Supervisor  
Administrative Technician  
Application Support Technician  
Senior Office Assistant  
Reprographics Technician  
Reprographics Assistant  
Office Assistant II  
Office Assistant I

**Finance:**

Payroll and Accounting Technician  
Senior Accounting Assistant  
Accounting Assistant II  
Accounting Assistant I

**Information Technology:**

Network and Systems Administrator  
Application Support Technician  
Information Technology Technician

**Engineering:**

GIS Coordinator  
Principal Engineering Technician  
Senior Engineering Technician  
Engineering Technician II  
Engineering Technician I

**Maintenance:**

Maintenance Supervisor  
Equipment Maintenance Supervisor  
Senior Equipment Technician  
Equipment Technician  
Senior Maintenance Worker  
Maintenance Worker  
Facilities Maintenance Supervisor  
Facilities Maintenance Lead Worker  
Custodian

**Recreation:**

Recreation Supervisor  
Recreation Coordinator  
Childcare Teacher  
Gymnastics Instructor  
Volunteer Coordinator

**Planning:**

Principal Planner  
Senior Planner  
Planner II  
Planner I



**APPENDIX B**  
**OVERTIME ASSIGNMENTS - MAINTENANCE WORKERS**

Each overtime crew will have a minimum of two workers, one of which may be a supervisor. Overtime work will be assigned to those who have the knowledge and skills to complete the work. The Maintenance Superintendent shall be the final authority in determining who has the knowledge and skills for any given overtime job and in determining the emergency status of overtime assignments.

The Maintenance Superintendent or designee shall keep a log of overtime assignments. Overtime assignments shall be made as follows:

1. First, a supervisor will be designated to oversee the overtime operation. In this case, a supervisor may also be a lead worker.
2. There may, in the opinion of the supervisor, be a need for only a two (2) man crew of which the supervisor may or may not be a member.
3. Assignment shall next be made to the first available employee(s) having the necessary knowledge and skills for the work and having overtime accrued during the last twelve (12) months. In cases of emergency the employee who is able to respond first or fastest may be assigned, regardless of overtime history.
4. Backup personnel shall be assigned on the following basis:
  - A. First, assignments shall be made from the division or section that would normally perform the work.
  - B. Second, assignments shall be made to those employees having the least overtime during the last twelve (12) months.
  - C. If, on two different occasions an employee is contacted but unable to perform the overtime, then for purpose of determining overtime assignment order only, that employee shall be credited with two (2) hours of overtime.
  - D. If, after three occasions, an employee contact is attempted but unsuccessful, that employee, for purpose of determining overtime assignment order only, shall be credited with two (2) hours of overtime.
5. In emergencies, overtime assignments shall be made on the basis of expediency. In such a case, a history of prior responses and nearness of an employee's residence to the corporation yard may be taken into account.
6. It is understood that the City's policy is to keep overtime costs to a minimum. The adherence to this policy may upon occasion effect the assignment of overtime.

**APPENDIX C**  
**LIGHT DUTY ASSIGNMENTS - MAINTENANCE WORKERS**

- Criteria:
- 1) Physical restrictions must be clearly defined by Physician.
  - 2) There is no cap to number of days worked at light duty status, however, the duration will depend on a variety of factors including whether the employee is demonstrating reasonable progress toward returning to full duty by a lessening of work restrictions.
  - 3) To the extent possible, light duty assignments will be made within the crew environment, however, assignments will be made in other work areas if the crew environment is not practical.

Assignments are made by Supervisors, not selected by employees.

1. Wash, wax, and vacuum vehicles.
2. Clean up debris in Corp. Yard.
3. Sweep out shop and work areas.
4. Pick up litter in yard and Hazmat Storage Area.
5. Cut weeds along yard fences.
6. Repair portable barricades (stencil and stamp).
7. Make sweeper brooms.
8. Misc. yard painting projects.
9. Clean tools and equipment.
10. Wash cones and delineators.
11. Clean employee locker room.
12. Repaint equipment shed.
13. Clean cobwebs around shop overhang.
14. Update inventories/data input.
15. Clean and paint equipment, i.e., trailers.
16. Clean and vacuum office trailer.
17. Litter pickup: DeLong Avenue (Reichert to 101)

So. Novato Boulevard Arthur to Sunset

So. Novato Boulevard at Arroyo Avichi Bypass

Novato Boulevard

San Marin Drive  
Ignacio O.C.  
Scottsdale Marsh area  
Simmons Lane near Pioneer Park

18. Paint street end barricades.
19. Cut weeds:
  - Roadside edges
  - Sidewalks
  - Open space entrances
  - Bike Path edges
  - Pedestrian walkways
  - Open Space firebreaks
  - Undeveloped park areas
20. Paint water tanks.
21. Paint park restrooms and storage boxes.
22. Paint and stencil trash cans.
23. Clean and paint park signs.
24. Clean traffic stencils.
25. Straighten out street tree weeks (bricks, weeds and litter).
26. Clean up nursery and greenhouse.
27. Hand water non-irrigated landscape parcels.
28. Repaint yard sheds and storage buildings.
29. Straighten out/restack materials in outside storage areas.
30. Interior painting at Yard (restroom, shop walls).
31. Waterseal exposed wood surfaces throughout park system.
32. Replace wood slats in City owned sidewalk benches.
33. Sweep up debris (Lynwood Park, parking turnouts, bike paths).
34. Straighten out storerooms (safety cage, irrigation cage, etc.)
35. Purge records in storage.
36. Help Traffic Technician with record keeping, as needed.

## APPENDIX D

### Personnel Rule-11 (for informational purposes only):

#### RULE 11. DISCIPLINARY ACTION

SECTION 1. Types of Action: The following are forms of disciplinary action: oral reprimand, written reprimand, suspension, demotion, reduction in pay, and discharge.

SECTION 2. Grounds for Discipline: Grounds or causes for discipline shall include, but not be limited to, the following:

- (a) Fraud in securing employment.
- (b) Incompetency.
- (c) Inefficiency.
- (d) Inexcusable neglect of duty.
- (e) Insubordination.
- (f) Dishonesty.
- (g) Drunkenness on duty.
- (h) Intemperance.
- (i) Addiction to the use of controlled substances.
- (j) Inexcusable absence without leave.
- (k) Absenteeism.
- (l) Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- (m) Immorality.
- (n) Discourteous treatment of the public or other employees.
- (o) Improper political activity.
- (p) Willful disobedience.
- (q) Misuse of City property.
- (r) Violation of a City ordinance, rule or regulation.
- (s) Behavior during or outside of duty hours which is of such a nature that it causes discredit to the City.
- (t) Unlawful discrimination, harassment or retaliation against the public or other employees.

SECTION 3. Policy:

- (a) An employee who wishes to respond to a written reprimand either verbally or in writing, or both, must do so within thirty (30) working days from receipt of discipline. The response should be made or submitted to a minimum of one supervisory level above the position initiating discipline. A copy of the employee's written response will be placed in his/her personnel file upon request.
- (b) Prior to the suspension, demotion, reduction in pay or discharge of a regular employee for disciplinary purposes, the procedure set forth in this rule shall be followed.

SECTION 4. Written Notice: Advance written notice of the proposed disciplinary action in the form of demotion, reduction in pay, suspension or discharge shall be given to the employee. The notice shall include the following:

- (a) A statement of the reason(s) for the proposed action, the charge(s) being considered, and the specific grounds and particular facts upon which the disciplinary action is proposed.
- (b) A statement that the documents or materials upon which the proposed disciplinary action is based is either attached or available upon request.
- (c) A statement informing the employee of the right to respond to the proposed disciplinary action, the date by which the employee must respond, and the person to whom the employee should respond.

All notices shall be personally served or shall be mailed by certified mail, return receipt requested, to the last known address of the employee. For notices personally served, the employee shall acknowledge in writing receipt of the notice at the time of presentation.

The employee shall be given six (6) working days from date of receipt in which to respond, orally or in writing, at the employee's option, to the designated authority. The response will be considered before disciplinary action is taken. Failure to respond within this period of time will result in a waiver of the employee's right to respond.

SECTION 5. Relief of Duty: Notwithstanding the provisions of this rule, upon the recommendation of the Personnel Officer, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of investigations or opportunity to respond, as may be required to determine if disciplinary action is to be taken.

The Chief of Police may approve temporary assignment of a Police Department employee to a status of leave with pay pending completion of investigation that could lead to discipline or certain traumatic incident situations.

SECTION 6. Appeal and Hearing Procedures: Employees may appeal disciplinary actions to a hearing before a Hearing Officer from the State of California, Office of Administrative Procedure, by filing a written request with the Personnel Officer within ten (10) working days of the imposition of the action.

The time for the appeal hearing shall be established, which shall not be more than sixty (60) working days from the date of the filing of the appeal, unless otherwise stipulated to by the parties. The Hearing Officer shall render his/her findings and recommendations within ten (10) working days after conducting the hearing, unless otherwise stipulated to by the parties. His/her decision shall set forth the recommendations as to each of the charges and the reasons therefor.

The decision of the Hearing Officer is advisory only. His/her decision shall be filed with the disciplined employee, the City Manager, and the City Council. The City Council shall consider the decision of the Hearing Officer at its next regularly scheduled meeting, unless otherwise stipulated to by the parties. The City Council shall take action to ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the City Council shall be final.

