

# MEMORANDUM OF UNDERSTANDING

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Between the  
Service Employees' International Union, Local 1021  
And The  
Town of San Anselmo

July 1, 2018 through June 30, 2021

## TABLE OF CONTENTS

	Page
1. RECOGNITION AND COOPERATION .....	1
2. SALARIES AND EQUITY ADJUSTMENTS .....	2
3. PROBATION PERIOD .....	3
4. WORKING HOURS AND OVERTIME .....	3
5. TEMPORARY PROMOTIONS .....	4
6. HEALTH INSURANCE .....	4
7. CAFETERIA BENEFITS PROGRAM .....	4
8. INSURANCE CASH BACK.....	5
9. FLEXIBLE BENEFIT ACCOUNT .....	6
10. FINANCIAL PLANNING .....	6
11. DISABILITY INSURANCE .....	6
12. CLOTHING.....	6
13. HOLIDAYS .....	6
14. VACATIONS.....	7
15. SICK LEAVE .....	8
16. SICK LEAVE DONATION PROGRAM .....	10
17. INDUSTRIAL LEAVE .....	10
18. TEMPORARY MODIFIED DUTY PROGRAM .....	10
19. BEREAVEMENT LEAVE.....	10
20. SUPPLEMENTAL RETIREMENT PROGRAM.....	10
21. RETIREMENT AND SOCIAL SECURITY .....	11
22. EMERGENCY RESPONSE .....	12
23. PART-TIME EMPLOYEES.....	12
24. REDUCTION IN FORCE .....	13
25. MILEAGE .....	14
26. REST BREAKS .....	14
27. SAFE CONDITIONS .....	14
28. GRIEVANCES AND DISPUTE RESOLUTION .....	14
29. DISCIPLINARY ACTION .....	16
30. PERSONNEL RULES AND REGULATIONS .....	16

**TABLE OF CONTENTS**  
(continued)

**Page**

31.	POSITION CLASSIFICATION PROCEDURES.....	16
32.	PROGRESSIVE DISCIPLINE.....	18
33.	STRIKES AND LOCKOUTS .....	18
34.	VACANCIES .....	19
35.	MANAGEMENT RIGHTS .....	19
36.	EXISTING LAWS AND ORDINANCES: EXISTING BENEFITS .....	19
37.	WAIVER CLAUSE .....	19
38.	SEVERABILITY .....	20
39.	FINALITY OF AGREEMENT .....	20
40.	TERM .....	20
41.	LABOR MANAGEMENT COMMITTEE.....	20

## **1. RECOGNITION AND COOPERATION**

The Town shall adhere to the U.S. Supreme Court decision called Janus v AFSCME. The Town and the Union shall meet and confer as necessary to implement that decision.

- A. Town hereby recognizes Union as the bargaining representative for purposes of establishing salaries, hours, fringe benefits and working conditions for all employees within the Public Essential Services Unit as listed by class in Exhibit A hereto, together with any related classes established during the term of this Agreement.
- B. 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 San Anselmo.
- C. Whenever a new employee is hired in any of the job classifications covered by this Agreement, Town shall notify said employee that Union is the recognized bargaining representative for employees in that classification, shall make a copy of this Agreement available to said employee, and furnish Union with the name and address of said employee.
- D. Town shall notify Union ten working days in advance of final action relating to changes in hours or working conditions, other than temporary action in an emergency situation.
- E. Town shall furnish to Union semi-annually a list of the names, classifications, and addresses of all employees in the Unit, and to each employee a monthly statement of his/her net accrual of vacation and sick leave.
- F. Union may designate three employees in the bargaining unit as employee representatives, who may absent themselves from duty for an average of one hour per month each on Union business.
- G. Agency shop provisions shall be:
  - 1. All employees covered by this Agreement shall either become members of Union or pay Union, as an agency fee, an amount of money equal to all monthly dues and assessments authorized in writing by Union's President.
  - 2. All new employees shall provide the Administrative Office within five calendar days of employment with a dues deduction card, or a Union fee card, or such employees shall be required to submit the above amounts (monthly dues and assessments) directly to Union and furnish the Town with a copy of the receipt.
  - 3. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a public employee organization shall not be required to join or financially support Union. Those employees shall, in lieu of monthly dues and assessments pay sums equal to such

monthly dues and assessments to a charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

4. The parties agree that a failure of an obligated employee in a bargaining unit to pay a fair share fee shall be grounds for the Union to file an action in Small Claims Court.
5. Union shall indemnify and save Town harmless against any and all claims, demands, suits, orders, judgment, or other forms of liability that shall arise out of, or by reason of, action taken under this section.

## **2. SALARIES AND EQUITY ADJUSTMENTS**

### **a. Salaries**

All represented bargaining unit employees shall receive the following across the board (ATB) increases:

July 1, 2018, all bargaining unit employees shall receive a three percent (3%) salary increase.

July 1, 2019, all bargaining unit employees shall receive a three percent (3%) salary increase

July 1, 2020, all bargaining unit employees shall receive a three percent (3%) salary increase.

All bargaining unit employees on the payroll effective upon the date of ratification shall receive a one-time \$1,000 lump sum off-salary schedule payment.

In the event of a Town fiscal emergency such as County, State or Federal revenue-fluctuations cuts, new mandates, raising costs of CalPERS of ten percent (10 %) or more or a natural disaster, the parties agree to meet and confer over the impact and affects.

The monthly salaries payable to employees covered by this Agreement, shall be as set forth in:

Exhibit A-1	effective July 1, 2018
Exhibit A-2	effective July 1, 2019
Exhibit A-3	effective July 1, 2020

No further salary increases are included in this MOU.

### **b. Equity/Benchmark Studies**

The parties will review 90 days before the expiration of this MOU the labor market against the Cities of Sausalito, Mill Valley, Larkspur, San Rafael and Novato, the Towns of Fairfax, Corte Madera, and Tiburon and perform a compensation study on specific benchmarks

Total compensation will be compared to the average of the listed jurisdictions, taking out the high and low figures. If the resulting survey offers less than four comparisons, the Town agrees to survey an additional jurisdiction, such as the County. The results of such study are the basis for consideration of salary adjustments for the following fiscal year.

Within a given series, benchmarks will have specific percentage salary relationships to other classifications in the series. Maintenance Worker II shall serve as the benchmark for the Maintenance Worker series (Series A). Recreation Supervisor shall serve as the benchmark for the Recreation series (Series B). Administrative Services Assistant II shall serve as the benchmark for the Administrative Services series (Series C). Associate Planner shall serve as the benchmark for the Planner series (Series D) and Librarian I (Series F). Building Inspector will be surveyed as a separate benchmark (Series E).

c. Shift Differential

The Town agrees to pay a five percent (5%) shift premium computed on base pay for all hours actually worked on a regularly (as opposed to intermittently) assigned shift and for specifically assigned tasks which fall between 12:00 midnight and 6:30 A.M. To qualify for such shift premium pay, the employee must be assigned to the shift for at least three (3) consecutive work days or three (3) work days within five (5) consecutive work days. Employees working during any of these hours for their own convenience are not eligible for shift differential.

d. Step Increases

The minimum monthly salary shall be at Step A of the appropriate range. Not less frequently than on each anniversary date, the Department Head shall evaluate the performance of each employee, review the evaluation with the employee, and based on said evaluation may advance the employee to a higher step or defer advancement pending further evaluation. The employee's merit increase eligibility date shall not be changed by a deferral of the merit increase. The Town will continue written performance evaluations after the top step of the employee position has been attained.

### **3. PROBATION PERIOD**

- a. All original appointments shall be tentative and subject to a probationary period of twelve (12) months' continuous active service. Individual probationary periods may be extended up to six months by mutual agreement of the employee and the Department Head in lieu of termination; provided however, that no probationary period shall exceed eighteen (18) months. The Town will notify the designated Union representative if it proposes an extension of an employee's probation.

- b. An employee who has already completed an original probationary period may be appointed to a promotional position, subject to a probationary period of six (6) months continuous active service. If such an employee fails to complete the promotional probation, he/she shall be reinstated to the former position from which he/she was appointed, unless charges are filed and he/she is discharged as a result. A represented employee who has filled the position vacated by the promoted employee, shall be subject to the reduction in force provision of the existing MOU.

#### **4. WORKING HOURS AND OVERTIME**

- a. The standard work week during the term of the Agreement shall consist of forty (40) hours or thirty-seven and one-half (37.5) hours of work in any seven consecutive calendar day period, as shown for each classification in Exhibit A. Variation from standard schedules shall be posted five working days in advance, other than in an emergency as determined by the Department Head.
- b. Overtime is time worked with the authorization of the Department Head beyond the standard work day or the standard work week. Hours worked beyond 37.5 hours in one week for employees in a 37.5 hours per week classification shall be considered as overtime. A holiday, sick leave, or vacation time falling within said week shall be treated as work time for the purposes of this section. Overtime shall not apply when a change in the scheduled work day or work week is granted to accommodate a request by the employee.
- c. The employee may elect to take his/her overtime in pay or compensatory time at the rate of time and one-half, subject to the approval of the Department Head. Any denial of said request will be accompanied by a written explanation from the Department Head. Compensatory time may be accrued until it reaches the equivalent of the employee's work week.
- d. Flexible scheduling. Alternatives to a standard five day schedule, including flexible time, will be granted upon agreement between the employee and the employee's supervisor or manager.
- e. Overtime shall be compensated at double time (2.0) for time worked in excess of twelve (12) consecutive hours.

#### **5. TEMPORARY PROMOTIONS**

Town agrees to consider this situation on a case-by-case basis.

#### **6. HEALTH INSURANCE**

- a. The Town will contribute a total of \$225 per month per full time employee towards the P.E.R.S. medical plan of the employee's or annuitant's choice.

- b. Any employee may waive participation in the P.E.R.S. medical plan, provided said employee provides acceptable proof of equivalent coverage through another source.

## **7. CAFETERIA BENEFITS PROGRAM**

- a. The parties agree that upon expiration of this Agreement, the Town will set the amount of contributions made to the following benefits (with the exception of the health plan premium) at the amount then in effect and will not raise the amounts without further negotiation. The Town will contribute the following amounts per month per full time employee toward a cafeteria benefits program
  - 1. The cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a). At no time shall the Town contribution for the Kaiser family health plan exceed the premium cost in effect per the then-current P.E.R.S.-Kaiser contract year.
  - 2. For employees hired on or after July 1, 2014, the Town will contribute a maximum of \$1,850 per month toward the cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a.). At no time shall the Town contribution for the Kaiser family health plan exceed the premium costs in effect per the then-current P.E.R.S.-Kaiser contract year.
  - 3. The premium for the family dental plan with a benefit cap of \$2,000.
  - 4. The premium for a term life insurance policy with a face value of two times an employee's annual base salary, with a not-to-exceed coverage maximum of \$75,000. It is understood that as a non-contributory plan, all members of the unit must participate, subject to the carrier's definition of an eligible group member as specified in the plan document.
  - 5. The premium for a vision plan for employee and dependents which offers one examination and one change in lenses per twelve (12) months, and one change in frames per twenty-four (24) months with a \$25 employee-paid deductible at a monthly cost to the Town.
  - 6. The premium for a Long Term Disability plan, which shall be the same plan offered to management staff.
- b. An employee may choose to allocate any or all of the amount specified in the cafeteria benefits program towards the cost of health insurance, dental insurance, vision insurance, life insurance or the supplemental retirement program. Dental insurance shall be required for all employees hired after July 1, 1989, or who are enrolled in the dental insurance program as of July 1, 1989, as long as the Town's contract for dental insurance requires mandatory participation.



- c. Domestic partners who have registered through the PERS registration process or other domestic partner registration mechanism, if appropriate for a specific insurance, shall have access to the health related insurances offered by the Town.

## **8. INSURANCE CASH BACK**

- a. Any unused portion of the cafeteria benefits plan will be given to the employee, up to \$365 per month for full time employees. For employees hired on or after July 1, 2006 who work less than full time, the \$365 per month maximum shall be prorated based on the ratio that the regular part-time employees' regular work week bears to a regular full-time work week. Employees hired on or after July 1, 2015 will not receive cash back unless they waive all Town insurance other than dental insurance.
- b. If an employee is allowed to waive participation in the P.E.R.S. medical plan, the Town contribution will be given to the employee. (See Paragraph 6 a.)

## **9. FLEXIBLE BENEFIT ACCOUNT**

Town agrees to provide an IRC Section 125 Plan that provides for the payment of unreimbursed medical premiums, costs for medical and dental care not covered by current insurance plans, and dependent care costs with pre-tax dollars allowed by Federal tax law. If the employee leaves Town employment before reimbursing the Town for the amount borrowed, the employee agrees to repay the Town in a timely and responsible manner.

## **10. FINANCIAL PLANNING**

- a. Upon request the Town will schedule periodic group meetings for all represented employees for discussion of and education about various options including deferred compensation and the flexible benefit account (Section 125 Plan) program. In addition, representatives of supplemental employee contributory insurance program(s) will be invited to participate.
- b. The Town will facilitate a meeting with Union to explore options for affordable housing programs for employees.

## **11. DISABILITY INSURANCE**

Employees shall be enrolled in the State Disability Insurance (SDI) Program, at the employee's cost. Any SDI benefits received by an employee may be integrated with the employee's sick leave.

## **12. CLOTHING**

Town agrees to provide work clothing as determined necessary by Town to each regular full-time field employee covered by the Agreement.

### **13. HOLIDAYS**

- a. Employees shall be entitled to the following holidays with pay:

January 1  
Third Monday in January (Martin Luther King Jr.)  
Third Monday in February (President's Day)  
Last Monday in May (Memorial Day)  
July 4  
First Monday in September (Labor Day)  
November 11 (Veterans' Day)  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24 (Christmas Eve)  
December 25 (Christmas)  
Half day December 31

- b. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed, providing that when December 31 falls on a Saturday or Sunday, a half holiday may be taken from the preceding regular work day.
- c. Each employee earns three Floating Holidays during the course of the Fiscal Year: one on July 1; another on September 9<sup>th</sup>; and the third on February 12<sup>th</sup>. Employees must be employed on these holiday dates to earn the floating holidays. Floating Holiday hours do not carry over to the next Fiscal Year. Employees that earn the floating holidays may use one of their existing floating holidays on Cesar Chavez Holiday, March 31, as long as minimum staffing levels as determined by the supervisor are maintained.
- d. It is understood that all full-time Town employees shall be governed by these Holiday practices. A holiday shall be equal to 7.5 hours for employees working a 37.5 hour per week classification and 8 hours for employees working a 40 hour per week classification.
- e. Part-time employee holiday benefits are as follows:
1. Regular part-time employees are entitled to the same holidays as full-time employees, provided they are scheduled to work those days. Where a holiday falls on the regularly scheduled days off of a regular part-time employee, the regular part-time employee shall be entitled to equivalent time off at his/her regular rate of pay except that such time off or pay shall be based on the ratio that the regular part-time employees' regular work week bears to a regular full-time work week.
  2. Regular part-time employees shall be entitled to each floating holiday in direct proportion as their regular work week bears to a regular full-time work week.

3. The time off granted hereunder shall be scheduled with the approval of the Department Head.

#### 14. VACATIONS

- a. During the term of this Agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of years of continuous service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION ENTITLEMENT</u>
1 through 3	11 working days
4 through 7	15 working days
8 through 12	18 working days
13 through 15	20 working days
16 and over	25 working days

- b. A working day shall be equal to 7.5 hours for employees working in a 37.5 hour per week classification and 8 hours for employees working in a 40 hour per week classification.
- c. Vacation time shall be accumulated monthly, from the outset of employment.
- d. Accumulated unused vacation time shall not exceed thirty (30) working days per employee. Additional accumulations shall be suspended unless otherwise approved in advance by the Town Manager, in his/her sole discretion, in cases where beneficial to Town. An employee may at his/her option, receive cash for vacation days accrued in excess of 20 days, up to a maximum of five days cash payment, once during each year of this Agreement; an employee with 20 years of service may receive cash for an additional 2.5 days for a maximum of 7.5 days cash payment.
- e. An employee who resigns, retires, is laid off or discharged, and who has earned vacation time to his/her credit, shall be paid for said earned vacation as of the effective date of the termination.
- f. Vacation shall be accumulated in accordance with the schedule set forth in paragraph 14.a of this Agreement only for each month or fraction thereof actually worked. Paid vacation leave shall be treated as time worked for the purposes of this sub-section. No vacation shall be accumulated during periods of leave without pay exceeding fifty percent (50%) of any given month. If an employee becomes ill while on vacation, the time of actual illness may be charged against sick leave rather than vacation, subject to the requirements of Section 14 of this Agreement.

- g. The use and scheduling of employee vacation is subject to prior approval of the Department Head (or designee) and is to be determined in each case by the Department Head (or designee) with due regard to the needs of the Town and wished of the employee.

## **15. SICK LEAVE**

- a. All regular full-time employees covered by this Agreement shall accrue one working day of sick leave for each month worked or major fraction thereof. Accruals earned during an ending pay period, although shown on the paycheck/check advice slip for the ending pay period, shall not be available for use until the beginning of the following pay period. Sick leave shall not accrue during periods of leave of absence without pay exceeding fifty percent (50%) of a given month.
- b. A working day shall be equal to 7.5 hours for employees working in a 37.5 hour per week classification and 8 hours for employees working in a 40 hour per week classification.
- c. Unused sick leave shall accumulate without limit.
- d. During the first year of employment only, up to six (6) working days of sick leave may be taken in advance of accrual.
- e. In case of illness of a spouse, child, person of a familial relationship, or domestic partner residing in the same household of an employee covered by this Agreement, up to six (6) working days per year of sick leave may be taken for necessary care of such individual.

For purposes of this benefit, domestic partner shall mean an eligible employee and one other person sharing a committed relationship. A committed relationship shall be demonstrated if it meets all the following criteria:

- 1. Both individuals living together;
  - 2. The individuals are financially interdependent;
  - 3. There is joint responsibility for each other's welfare; and
  - 4. The individuals must consider each other life partners.
- f. A physician's certificate in a form acceptable to the Town Manager may be required by the Department Head or by the Manager before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury.
  - g. Union recognizes the right of Town to verify and control sick leave by making home visits and by any other reasonable means. All employees covered by this agreement shall be expected to advise their supervisors on a daily basis, in the event that they must miss work due to reasons outlined in this section. With reasonable advance notice and medical documentation, daily notification can be suspended as long as the supervisor knows when to expect the employee to return to work or when the employee will advise the supervisor of other developments. In no event should an employee fail to provide less than weekly notification to his/her supervisor. An employee who does not properly advise his/her

supervisor of their absence shall not be entitled to apply sick leave, vacation or comp time to the absence. Failure to advise the supervisor shall constitute an unexcused absence.

To comply with the Family Medical Leave (FML) and California Family Leave (CFL), the employee must advise the appropriate Town Manager of the relationship of his/her absence to his/her medically certified FML or CFL leave. Applying paid leave to FML or DFL leave requires an employee request.

- h. Absence caused by compensable injury sustained while gainfully employed by a commercial employer, whether or not such employer is insured, shall be not recognized as sick leave.
- i. Union agrees that Town may require annually, or at any time, a general or specific medical examination of any employee covered by this Agreement. Such examination shall be by Town's medical consultant, at Town cost. Town agrees to give a reasonable time as determined by Town's medical consultant, in consultation with the employee's own physician, for correction of any correctable condition which if uncorrected may result in unfitness for assigned duty.
- j. An employee using less sick leave in a contract year than he/she has accrued in that year may elect to transfer twenty-five percent (25%) of the excess to his/her vacation accrual, or may elect to transfer equivalent cash to the Deferred Compensation Plan.

## **16. SICK LEAVE DONATION PROGRAM**

Refer to the Town of San Anselmo's Sick Leave Donation Policy dated July 11, 1995 and revised October 1, 2002 and Administrative Procedure on implementing the Sick Leave Donation Policy, issued on August 21, 1998 and revised on October 1, 2002.

## **17. INDUSTRIAL LEAVE**

The Town shall provide up to five days of paid Industrial Leave to an employee who has a medically-authorized absence from work resulting from an industrial injury or illness. In the event that an employee's Sick Leave is exhausted when he or she is off work due to an industrial injury or illness, the Town shall also restore up to five days of Sick Leave to the employee, upon his/her return to work. This benefit can only be applied once per calendar year.

## **18. TEMPORARY MODIFIED DUTY PROGRAM**

The Town and the Union agree to implement a Temporary Modified Duty Program effective with the final approval of this Memorandum of Understanding. See Exhibit B for the complete Temporary Modified Duty Policy document.

## **19. BEREAVEMENT LEAVE**

In cases of the death of a mother, father, sister, brother, in-law, or member of the household of an employee covered by this Agreement, three working days may be taken as paid bereavement leave, and two working days may be taken as sick leave. In cases of the death of a spouse, domestic partner, son, or daughter, five working days may be taken as paid bereavement leave.

## **20. SUPPLEMENTAL RETIREMENT PROGRAM**

The parties agree to create a Program to enhance the Deferred Compensation Program by means of offering participants a variety of investment options, and the services of a financial advisor who will hold personal, confidential sessions with each employee to provide him/her with fiscal planning advice. The advisory service will be provided at no direct cost to the employee. The supplemental Retirement Program will be overseen by a Committee that will include a representative of Union. The Committee would have the right to control the Program and would be able to add or delete any investment options that it wished.

The purpose of this Program is to expand the Deferred Compensation Program to give employees greater flexibility in their financial planning while still preserving the tax-exempt features of the present plan.

- a. As control over the Supplemental Retirement Program will be vested in a Committee comprised of one person from each employee representation unit, the employees would be in a position to divert some funds towards the purchase of disability insurance or survivorship insurance, should that be the wish of the employees.
- b. In step with the supplemental Retirement Program, the Town agrees to utilize the "Golden Handshake" option available through P.E.R.S. as such may be appropriate in an individual employee's circumstances. The details of each employee's circumstances would be negotiated at the time the Town is looking at mandatory reduction in force or downgrading of positions, which are the two requirements for implementation of the Golden Handshake program contained in the P.E.R.S. regulations.

## **21. RETIREMENT AND SOCIAL SECURITY**

- a. Classic Members – Hired Before January 1, 2013:
  1. Employees hired before February 1, 2007 will receive the P.E.R.S. 2.7% at 55 retirement program.
  2. Employees hired on or after February 1, 2007 will receive the P.E.R.S. 2% at 55 retirement program.
  3. Effective August 1, 2011, employees will pay 3% of salary toward the employee share of P.E.R.S. The Town shall pay the remaining amount of the employee's

share of P.E.R.S. retirement costs. The contribution shall, at the time of termination, belong to the employee.

4. Effective July 1, 2014, employees will contribute an additional 2% of salary toward the employee share of P.E.R.S. (for a total of 5%).
5. Effective January 1, 2015, employees will contribute an additional 1% of salary toward the employee share of P.E.R.S. (for a total of 6%).
6. Effective July 1, 2015, employees in the 2.7% at 55 retirement program will contribute an additional 2% of salary toward the employee share of P.E.R.S (for a total of 8%) and employees in the 2% at 55 retirement program will pay an additional 1% of salary toward the employee share of P.E.R.S (for a total of 7%).

b. New Members – Hired On or After January 1, 2013:

1. For employees hired on or after January 1, 2013 who are new members of the P.E.R.S. system, the Town will provide the 2.0% at 62, highest three year average program to employees (who meet the definition of a new member under PEPRRA).
2. Such new members shall contribute at least 50% of the normal cost rate to P.E.R.S. Pensionable compensation does not include monies paid to new members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code section 7522.34(c).

- c. Employees represented in this unit shall receive credit for 100% of their unused sick leave upon retirement, by means of this time being added to their length of service.

## **22. EMERGENCY RESPONSE**

- a. Call Out: During the term of this Agreement, any employee called back to work at a time other than the employee's regular work shift or called back to work for emergency purposes (an emergency declared by the Town Manager or other authorized head of the Town's Emergency Operations Center) shall be guaranteed four hours' pay at time and one-half, or may opt to take equivalent compensatory time off. Under this subsection (a), this minimum time payment does not apply to work that is contiguous to regularly-scheduled work.
- b. Standby: During the term of this Agreement, an employee assigned to emergency standby (an emergency declared by the Town Manager or other authorized head of the Town's Emergency Operations Center) by his/her department head or designee, shall receive two (2) hours pay at the overtime rate (time and one-half) for each eight (8) hour period (or prorated as appropriate) the assigned employee spends on emergency standby.

- c. An employee assigned to emergency standby shall be required to leave work where he/she may be contacted in order to return to work within a reasonable amount of time as determined by the department head/designee. Further, such assignment may include the requirement that an employee (who does not reside in Marin County) shall be located within Marin County, and if such requirement is made of an employee, the Town will reimburse reasonable costs for commercial lodging and meals while the employee is on emergency standby.
- d. Emergency Service: Union agrees that any employee covered by this Agreement may during his/her regular working hours be trained in firefighting, first aid or other emergency service. Union further agrees that employees covered by this Agreement whether on or off duty may be called out for firefighting, first aid or other emergency service. If so called for such emergency service and if overtime results, overtime shall be paid in accordance with Section 4 of this Agreement. Before any employee is called for such emergency service, his/her capacity to serve will be determined by medical examination.

## **23. PART-TIME EMPLOYEES**

Regular employees working less than a full-time work schedule shall be entitled to all benefits provided in this contract on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation, except employees regularly working less than 20 hours per week are prohibited by law and/or contract from participating in the retirement and health, dental, and life insurance plans.

## **24. REDUCTION IN FORCE**

- a. Union agrees that Town has the right to terminate by layoff at any time any regular full-time employee covered by this Agreement for lack of work or for budgetary reasons.
- b. Any such reduction in force shall be in order of seniority within each class affected. For this purpose, "seniority" means length of continuous service with Town. Service shall be deemed continuous if not broken by an absence exceeding one year. The following special provisions also shall apply:
  - 1. An employee subject to layoff may bump an employee in a lower related class from which the first employee has been promoted.
  - 2. An employee on work-connected disability leave at the time of layoff shall be carried as a technical layoff for the duration of such leave.
  - 3. If an eliminated position is re-established within 36 months from date of layoff, the laid off employee shall have a right to reinstatement at his/her previous rank and step, without examination other than medical examination.



4. An alleged misapplication of the rules established by this subsection is subject to the grievance procedure.
- c. An employee terminated under this provisions of this section shall receive notice or severance pay in accordance with the following schedule:

Less than two years of continuous service - a minimum of two weeks' notice, during which notice period employee shall continue to work.

After two years of continuous service - one months' severance pay, payable in a lump sum as of the termination date.

After five years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.

After ten years of continuous service - six months' severance pay, payable in a lump sum as of the termination date.
- d. The Town will make a good faith effort to train and transfer to a new position any employee whose job is reduced or replaced by technological changes or by Council action.

## **25. MILEAGE**

An employee required to use his or her private vehicle for Town business shall be reimbursed at the rate per mile recognized by the Internal Revenue Service.

## **26. REST BREAKS**

Employees represented in this unit shall be given one fifteen minute rest break for each continuous period of work over 3 and ½ hours in length. A break for lunch shall be a break in "continuous period" for purposes of interpreting this section.

## **27. SAFE CONDITIONS**

The Town agrees to provide safe and adequate working conditions.

## **28. GRIEVANCES AND DISPUTE RESOLUTION**

- a. All disputes arising under this Agreement shall be resolved in accordance with the grievance procedure set forth below.
- b. A grievance is a claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of this agreement, or of State law, or of a Town ordinance, resolution, rule, regulation or existing practice affecting the status or working condition of employees covered by this Agreement, except that a change in an existing benefit or

purported existing benefit not encompassed in this Agreement, State law or Town ordinance, is not a grievance.

- c. A grievance may be filed by any employee covered by this Agreement, in his/her own behalf, or jointly by a group of such employees, or by Union.
- d. Within five working days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her immediate supervisor or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution for a formal grievance.
- e. If the grievant believes that the grievance has not been redressed within five working days, he/she may initiate a formal grievance within five working days, thereafter. A formal grievance can be initiated only by completing and filing with the Town Manager a form provided for this purpose.

#### **Step 1**

*Within ten working days after a formal grievance is filed, the Department Head or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.*

#### **Step 2**

- 1. *If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the Town Manager, by so notifying the Administrative Office in writing.*
- 2. *Within ten working days after such notification, the Town Manager shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing.*
- 3. *If the decision of the Town Manager resolves the grievance to the satisfaction of the grievant, it shall bind the Town.*
- 4. *If the decision of the Town Manager does not resolve the grievance to the satisfaction of the grievant, grievant may file a final appeal to Step 3.*

#### **Step 3**

- 1. *A final appeal to Step "3" may be filed, in writing, with the Administrative Office not more than five working days from receipt by grievant of the Town Manager's decision.*
- 2. *At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Town Manager, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such*

*event, the decision of the Board of Review shall be made in writing within thirty calendar days after the filing of the appeal.*

3. *The decision of the arbitrator or of the Board of Review, as the case may be, shall be final and binding on all parties.*
- f. The Administrative Office shall act as central repository for all grievance records.
- g. Any time limit may be extended only by mutual agreement in writing.
- h. An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of Union is entitled to be present at all meetings, conferences and hearings.
- i. All expenses of arbitration shall be shared equally by Town and grievant.
- j. Failure on the part of Town or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

## **29. DISCIPLINARY ACTION**

- a. A disciplinary action as defined in San Anselmo Municipal Code Sec.2-3.07(a) shall be treated and processed as a grievance under Section 25 this Agreement, subject to the following further due process requirements:
- b. (In lieu of Step 1 of the grievance procedure) Before taking a disciplinary action against any permanent employee, the Department Head shall:
  1. Furnish the employee with a written notice of the proposed action, statement of the reasons therefor, statement of specific charges, and copies of the materials upon which the proposed action is based.
  2. Within five working days, conduct an informal closed hearing at which the employee and/or his/her representative may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Department Head to withhold or modify the proposed action.
  3. Extend to the employee as well, an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Department Head may proceed with the proposed disciplinary action or a modification thereof, provided he/she files promptly with the Administrative Office,

with a copy to the employee, a written statement of the actions, reason therefor, and specific charges.

- c. If the Department Head believes that the public interest requires that a disciplinary action be effective immediately, he/she shall deliver to the Town Manager and to the employee affected, the notice required by paragraph b (1) of this section. After notice to the affected employee, the Town Manager shall conduct a closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate. If upon the completion of the hearing the Town Manager so finds, the action shall be effective as of the date designated by the Town Manager. The Town Manager's determination shall not be appealable, but shall not affect subsequent rights of appeal to Step 2 and Step 3.

### **30. PERSONNEL RULES AND REGULATIONS**

Town and Union will meet to discuss updating the Town's Personnel Rules and Regulations (as set forth in Resolution 1771).

### **31. POSITION CLASSIFICATION PROCEDURES**

The following procedures spell out the methodology for establishing a new classification and/or reclassifying an existing position. These procedures are established to provide consistent guidelines for the creation or reclassification of positions and to aid in maintaining a classification system in which each position is accurately classified on the basis of its assigned responsibilities.

Creation of a New Classification.

From time to time, the creation of a new classification may be necessary to properly recognize and classify a position that does not currently exist in the Town's reclassification system that is or will be the result of reorganization or the addition of new services. A department head or his/her designee may request the creation of a new classification as follows:

- a. Requests for the creation of a new classification must be submitted, in writing, during the initial budget development process to the Finance and Administrative Services Director (FASD).
- b. The written request must provide detailed information on the work to be performed; his/her rationale for the creation of a classification that is not currently in the Town's classification system; and completion of the Town's Position Description Questionnaire, as the position is projected.
- c. The FASD shall facilitate or complete a comprehensive formal audit of the job class and a written classification audit report, which includes findings and recommendations relevant to the request, within 90 days of receipt of the request for a new classification.

- d. Upon completion of the report, the FASD next submits the final classification audit report to the Town Manager for review. If the findings of the classification audit include the recommendation to create a new classification, the report must also be submitted to the Town Council for final approval.
- e. Creation of a new classification shall be effective with the start of the new fiscal year.

#### Reclassification of an Existing Position

A position is eligible to be audited for possible reclassification if it has not been audited within the previous twelve (12) months AND permanent and substantial changes have been made in the assigned duties and responsibilities or the majority (50% or more) of the assigned work that is being performed is not appropriate for the position's current classification.

Requests for the reclassification of an existing position may be made as follows:

A. Written requests for the reclassification of an existing position must be submitted, in writing, to the FASD. The request must provide detailed information on the work being performed that justifies the need for a reclassification to another job class and must be accompanied by a completed and current Position Description Questionnaire approved by the immediate supervisor and department head.

Reclassification requests may be submitted by the department head or his/her designee, the immediate supervisor of the position, the incumbent employee or the Union, on behalf of the incumbent employee.

B. The FASD shall ensure that a reclassification audit is completed within ninety (90) days of receipt of the request for a new classification.

C. Based on the audit's analysis and findings, the recommendation may be to sustain the position in its current classification or reclassify the position to a classification that more properly reflects the work being performed. The Town Manager shall review all reclassification recommendations made by the FASD and approve a final course of action.

D. Within ten (10) days of receipt of the written audit decision, the affected employee(s) may, in writing, submit a request for a review of the decision to the Town Manager. This request for review must show substantial error or omission on the part of the auditor. The Town Manager may render a decision on the appeal on the basis of the written appeal material or may interview the involved parties to gain further insight into the specific error or omission.

The Town Manager shall have final decision-making authority on all reclassifications.

E. Reclassifications shall be effective on the first of the month following final approval of the reclass action. Any changes of pay, as a result of the reclassification, shall be in accordance with the Town's Personnel Rules and Regulations and Classification and Compensation Systems.

All new and reclassifications are subject to the meet and confer provisions of the Myers-Melias-Brown Act. Management will advise union of any changes in classifications prior to implementation.

### **32. PROGRESSIVE DISCIPLINE**

The Town endorses a policy of progressive discipline as a means of assisting employees to correct routine problems of performance and/or behavior and where progressive is understood as the application of successive and increasingly severe measures of discipline, as and if, acceptable correction is not achieved.

### **33. STRIKES AND LOCKOUTS**

- a. During the term of this Agreement, Town agrees that it will not lock out employees and Union agrees that it will not engage in, encourage or approve any strikes, slowdown or other work stoppage growing out of any dispute relating to the terms of the Agreement. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with Town, that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.
- b. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

### **34. VACANCIES**

The Town agrees to notify Union immediately of any decision to leave unfilled any vacant position in the bargaining unit. Absent such decision, Town agrees to proceed with all deliberate speed to fill any vacancy, and to keep Union advised of recruiting process.

### **35. MANAGEMENT RIGHTS**

The parties agree that the following paragraph in no way modifies existing meet and confer rights of Union employees and further agree that such paragraph in no way modifies either party's rights under Section 3504 of the Meyers-Melias-Brown Act:

The reserved rights of the Town include but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; direct its employee; determine the procedures and standards of selection for employment and promotion; assign work to and schedule employees in accordance with requirements as determined by the Town, including but not limited to, emergency overtime and callback, and to establish and change work schedules and assignments upon reasonable notice; establish and modify probationary periods and reasonable employee performance standards, establish and enforce reasonable dress and grooming standards; take disciplinary action; relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and

personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

### **36. EXISTING LAWS AND ORDINANCES: EXISTING BENEFITS**

This Agreement is subject to all existing laws of the State of California, and to Resolution No. 1561 of the Town of San Anselmo (Resolution Establishing Policy and Procedure for Administration of Employer-Employee Relations). The Town, the Union, and the employees affected thereby, unless so otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby. In case of conflict between this Agreement and provision of a Town Ordinance, or Resolution other than Resolution No. 1561, this Agreement shall govern.

### **37. WAIVER CLAUSE**

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, notwithstanding any provisions of law to the contrary.

### **38. SEVERABILITY**

If any article or section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

### **39. FINALITY OF AGREEMENT**

All other terms and conditions not herein modified remain in full force and effect.

### **40. TERM**

- A. This Agreement shall be in effect from July 1, 2018 through June 30, 2021
- B. This Agreement shall continue in effect thereafter from year to year unless either party gives at least one hundred twenty (120) days' notice prior to June 30, 2021, or any yearly anniversary date thereafter, to terminate or modify this Agreement.
- C. Notwithstanding Section 29-a, continuation of this Agreement after June 30, 2021 may be voided by operation of Section II-A-4 of Resolution No. 1561 of the San Anselmo Town Council.

- D. Upon giving notice provided herein, the parties shall meet, collectively negotiate, and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term.

#### **41. Labor Management Committee**

During the term of this MOU, the Town 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 agreement of the receiving party, a date, time and location of the requested meeting may be set.



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute the within Agreement on 30 th day of September, 2018.

SEIU 1021

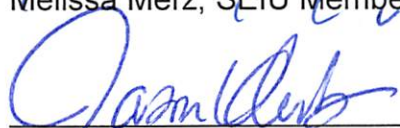
  
Robert E. Szykowny, SEIU Chief Negotiator

  
Howard Hobie, SEIU Member

  
Dana Gibson, SEIU Member

  
April Hayley, SEIU Member

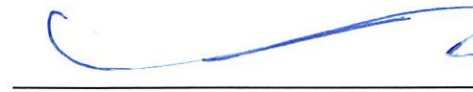
  
Melissa Merz, SEIU Member

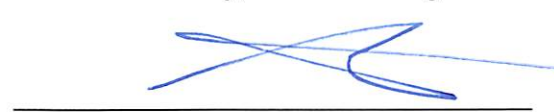
  
Jason Klumb, Area Director

  
John Stead-Mendez, Executive Director

TOWN OF SAN ANSELMO

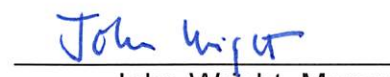
  
Deborah Glasser, Town Chief Negotiator

  
Dave P. Donery, Town Manager

  
Helen Yu-Scott, Admin & Fin. Director

RATIFIED:

SAN ANSELMO TOWN COUNCIL

  
John Wright, Mayor

ATTEST:

  
Carla Kacmar, Town Clerk