

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SEIU Local 1021

JULY 1, 2018 - JUNE 30, 2020

Table of Contents

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

3.4.2	<i>Shift Differential Pay</i>	13
3.4.3	<i>Court Pay</i>	14
3.5	ADDITIONAL PAY	14
3.5.1	<i>Educational Reimbursement – Miscellaneous Unit</i>	14
3.5.2	<i>Educational Reimbursement – Supervisory Unit</i>	14
3.5.3	<i>Bilingual Pay – Miscellaneous Employees</i>	14
3.5.4	<i>Bilingual Pay – Supervisory Unit</i>	15
3.5.5	<i>Sewer and Garage Employees Uniform Maintenance Program</i>	15
3.5.6	<i>Uniform Allowance</i>	15
3.5.7	<i>Uniform Jacket Cleaning Allowance</i>	16
3.5.8	<i>Mechanical Tool Allowance</i>	17
3.5.9	<i>Holiday Pay</i>	17
4	BENEFITS	17
4.1	EMPLOYEE BENEFITS COMMITTEE	17
4.2	HEALTH & WELFARE	17
4.2.1	<i>Full Flex Cafeteria Plan</i>	17
4.2.2	<i>Retirees Health Insurance</i>	18
4.2.3	<i>Health and Dependent Care Spending Accounts</i>	19
4.2.4	<i>Health Insurance Providers</i>	19
4.3	DENTAL PLAN	19
4.4	VISION CARE PLAN	20
4.5	LIFE INSURANCE	20
4.6	LONG TERM DISABILITY INSURANCE	20
4.7	RETIREMENT CONTRIBUTION	20
4.7.1	<i>City Paid Employee Retirement (City Paid Member Contribution)</i>	20
4.7.2	<i>Retirement Plans</i>	20
4.7.3	<i>Member Cost of Living Rates</i>	20
4.8	STATE DISABILITY INSURANCE (SDI)	21
5	LEAVES	21
5.1	SICK LEAVE	21
5.1.1	<i>Eligibility</i>	21
5.1.2	<i>Sick Leave Accrual</i>	22
5.1.3	<i>Use of Sick Leave</i>	22
5.1.4	<i>Advance of Sick Leave</i>	22
5.1.5	<i>Service Credit for Sick Leave</i>	22
5.1.6	<i>Compensation for Unused Portion</i>	22
5.2	VACATION LEAVE	23
5.2.1	<i>Eligibility</i>	23
5.2.2	<i>Rate of Accrual</i>	23
5.2.3	<i>Administration of Vacation Leave</i>	23
5.2.4	<i>Vacation Cash-In</i>	24
5.3	HOLIDAYS	24
5.3.1	<i>Paid Holidays</i>	24
5.4	OTHER LEAVE	25
5.4.1	<i>Personal Leave – Supervisory Unit</i>	25
5.4.2	<i>Safety Holiday</i>	25
5.4.3	<i>Bereavement Leave</i>	25
5.4.4	<i>Jury Duty</i>	25
5.4.5	<i>Military Leave</i>	25
5.4.6	<i>Leave of Absence Without Pay</i>	26
5.4.7	<i>Industrial Injury Leave</i>	26
5.4.8	<i>Family Medical Leave</i>	26
5.4.9	<i>Catastrophic Leave</i>	26
6	TERMS & CONDITIONS OF EMPLOYMENT	27
6.1	HOURS OF WORK	27

6.1.1	<i>Consecutive Two-Day Weekends</i>	26
6.2	OVERTIME	27
6.3	COMPENSATORY TIME POLICY	27
6.3.1	<i>Accrual Limit</i>	27
6.3.2	<i>Overtime Rate</i>	27
6.4	STAND BY OR CALL BACK DUTY	28
6.4.1	<i>Compensation When Assigned to Call Back Duty</i>	28
6.4.2	<i>Compensation When Not Assigned to Call Back Duty</i>	28
6.4.3	<i>Minimum Payment for Call Out</i>	28
6.4.4	<i>Standby Residency and Pagers</i>	28
6.5	DOT AND CLASS B REQUIREMENTS	28
6.6	PROBATIONARY PERIOD	29
6.6.1	<i>Purpose of Probation</i>	29
6.6.2	<i>Length of Probationary Period</i>	29
6.6.3	<i>Rejection During Probation</i>	29
6.6.4	<i>Notification of Rejection</i>	29
6.6.5	<i>Extension of Probationary Period</i>	29
6.6.6	<i>Regular Status</i>	29
6.6.7	<i>Promotion of Probationary Employee</i>	30
6.6.8	<i>Unsuccessful Passage of Promotional Probation</i>	30
6.6.9	<i>Lateral Transfer Probation</i>	30
6.7	TRANSFERS / REASSIGNMENTS	30
6.7.1	<i>Types of Transfers</i>	30
6.7.2	<i>Minimum Qualifications & Probation</i>	30
6.7.3	<i>Transfer Procedures</i>	30
6.8	PERSONNEL RULES & REGULATIONS	31
6.8.1	<i>Drug & Alcohol Policy</i>	31
6.8.2	<i>Confidential Nature of Personnel Records</i>	31
6.8.3	<i>Confidential Nature of Medical Records</i>	31
6.8.4	<i>Outside Employment Policy</i>	31
6.8.5	<i>Use of City Vehicle</i>	31
6.8.6	<i>Wireless Communication Policy</i>	31
6.8.7	<i>Safety Policy</i>	32
6.8.8	<i>Materials Relating to Disciplinary Action</i>	32
6.9	MISCELLANEOUS	32
6.9.1	<i>Hazardous Materials</i>	32
6.9.2	<i>Gratuities / Solicitation of Contributions</i>	32
6.9.3	<i>Return of City Equipment</i>	32
6.9.4	<i>Political Activity</i>	32
6.9.5	<i>Employment of Relatives</i>	33
6.9.6	<i>Labor / Management Meetings</i>	33
6.9.7	<i>Contract Orientation Work Sessions</i>	33
6.9.8	<i>Temp Seasonal Employees</i>	33
6.9.9	<i>Gym Reimbursement</i>	33
7	PROCEDURES	33
7.1	DEMOTION & SUSPENSION	33
7.1.1	<i>Demotion</i>	33
7.1.2	<i>Suspension</i>	34
7.2	TERMINATION OF EMPLOYMENT	34
7.2.1	<i>Resignation</i>	34
7.2.2	<i>Termination - Layoff (Lack of work or funds)</i>	34
7.2.3	<i>Termination - Disciplinary Action</i>	34
7.2.4	<i>Retirement</i>	34
7.2.5	<i>Job Abandonment</i>	34
7.3	DISCIPLINARY ACTION	34
7.3.1	<i>Right to Discipline & Discharge</i>	34

7.3.2	<i>Preliminary Notice</i>	35
7.3.3	<i>Disciplinary Action and Appeal</i>	35
7.3.4	<i>Harassment Policy</i>	35
7.4	GRIEVANCE PROCEDURE	36
7.4.1	<i>Definition</i>	36
7.4.2	<i>Procedure</i>	36
7.4.3	<i>Arbitration</i>	37
7.4.4	<i>General Provisions</i>	37
7.5	POSITION RECLASSIFICATION	38
7.6	FURLOUGH PROGRAM	38
7.6.1	<i>Voluntary Time Off (VTO)</i>	38
7.6.2	<i>Mandatory Time Off (MTO)</i>	38
7.7	REDUCTION IN FORCE	39
7.7.1	<i>Authority</i>	39
7.7.2	<i>Notice</i>	39
7.7.3	<i>Order of Layoff</i>	39
7.7.4	<i>Seniority</i>	39
7.7.5	<i>Bumping Rights</i>	40
7.7.6	<i>Transfer Rights</i>	40
7.7.7	<i>Layoff Procedure Notification</i>	40
7.8	RE-EMPLOYMENT	40
7.8.1	<i>General Guidelines</i>	40
7.8.2	<i>Right to Re-Employment</i>	40
7.8.3	<i>Time Limits</i>	40
7.8.4	<i>Availability</i>	41
7.8.5	<i>Probationary Status</i>	41
7.8.6	<i>Restoration of Benefits</i>	41

LIST OF EXHIBITS

- Exhibit A Salary Schedule for July 1, 2018 – June 30, 2020
- Exhibit B Benchmarks and Internal Relationships Table

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

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2020.

1 GENERAL PROVISIONS

1.1 INTRODUCTION

1.1.1 Scope of Agreement

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

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 2018 through June 30, 2020

1.2 RECOGNITION

1.2.1 Bargaining Unit

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

1.2.2 Notice to Employees

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

1.3 NON-DISCRIMINATION

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, perceived sexual orientation, gender, gender expression, gender identity, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability. Any employee alleging such

discrimination should use the internal, administrative process explained in the City of San Rafael's Policy against Harassment, Discrimination and Retaliation to redress the situation. Such employees shall be entitled to Union representation.

1.3.2 Union Discrimination

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

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

1.5 EXISTING LAWS, REGULATIONS & POLICIES

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

1.6 STRIKES & LOCKOUTS

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

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect throughout the term of this Agreement.

1.9 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.9.1 Understanding

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

1.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be

required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

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

2 MMBA

2.1 UNION RIGHTS

2.1.1 Union Stewards Designation

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

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

2.1.2 Bulletin Boards

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

2.1.3 New Members

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

2.1.4 Employee Information

The City shall provide the Union with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Union every 120 days. In addition, a report with similar information of each Union new hire will be provided to the Union within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

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

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply during periods of separation from the representation Unit by any such employee, but shall reapply to such employee commencing

with the next full pay period following the return of the employee to the representation Unit. The term "separation" includes transfer out of the Unit, layoff, and leave without pay absences with a duration period of more than five (5) working days.

2.2.3 Agency Shop

The parties hereto recognize that within the Agency shop provisions of this agreement, unit employees may opt to join the union or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the Union will discriminate against any employee because of the exercise of their statutory rights. The Union agrees to its obligation to represent all of the employees in the unit fairly and equally, without regard to their membership in the Union.

Therefore, effective August 1, 1992, any employee of the City as of August 1, 1992, who is a member of the Union on August 1, 1992, or who subsequently joins, and all employees in the Unit hired on or after that date or who do not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, as a condition of employment, shall pay an agency fee to the Union. If an employee does not make application for membership within the prescribed time, the employee shall be notified by the City or Union that he or she is required by the collective bargaining Agreement to pay an agency fee to the Union. To accomplish that, the employee will be asked to prepare an application card. If the employee refuses to complete an application card, the default option shall be an automatic enrollment as an agency fee payer. The City shall deduct the agency fee from that employee's paycheck.

Note: The Union is obligated to annually inform the City of the fair share amount.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

2.2.4 Indemnification

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

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence of facts which are the basis of the management decision;
3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;

4. To determine the nature, manner, means, technology and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (after effect bargaining) to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duties for lack of work or other legitimate reasons;
11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
12. To determine job classifications and to reclassify employees;
13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
14. To determine policies, procedures and standards for selection, training and promotion of employees;
15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
16. To maintain order and efficiency in its facilities and operations;
17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Union agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Union regarding the impact of its decision/exercise of rights.

2.4 COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than three (3) months before the expiration date of this MOU, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the Union through the submittal of potential meeting dates.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a payday falls on a holiday, the payday will be transferred to the following day of regular business unless Finance is able to complete the payroll by the previous workday. The method of the distributing payroll shall be established by the Finance Director.

The City calculates 1,950 hours as the annual number of work hours per year (37.5 hours per work week times 52 weeks per year equals 1,950 hours). Each semi-monthly pay period is calculated at 81.25 hours (1,950 hours divided by 24 pay periods). The hourly rate of pay is calculated by multiplying the monthly rate of pay identified in Appendix A times 12 months to equal the annual rate of pay, divided by 1,950 hours in a work year, to equal the hourly rate of pay.

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

3.1.2 General Wage Increase

Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2.0%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2.0%.

Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit "A".

3.1.3 One-Time Payment

The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:

Employees represented by the bargaining group will receive a one-time, non-pensionable Expedited Bargaining Payment of \$4,000 split as follows: \$2,000 issued as a separate check on July 31, 2018, or with the first full pay period following Council ratification of a new MOU, whichever occurs later, and \$2,000 issued as a separate check on July 31, 2019. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time, non-pensionable payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, a half-time (.5 FTE) employee will receive \$1,000.

3.1.4 Compensation Goal & Definitions

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

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

2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: Corte Madera, Larkspur, Marin County, Mill Valley, Novato, and San Anselmo.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

3.1.5 *Compensation Surveys*

To measure progress towards the above-stated goal, the City and the Union will jointly survey the identified benchmark positions, which are identified in the SEIU 1021 Represented Benchmarks and Internal Relationships Table attached as Exhibit "B" and included as part of this MOU, in September of the final year of this Agreement.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in 'total compensation'. The City and the Union shall review the benchmark and related survey data for accuracy and completeness.

3.1.6 *Compensation Plan*

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.2 STEP INCREASES

3.2.1 *Entry Level Step*

All initial employment shall be at the first step of the salary range, provided that the Department Director may make an appointment to a position at an appropriate higher salary when, in his/her opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step. City Manager approval is required for entry level appointment above Step C for any position.

3.2.2 *Consideration for Step Increases*

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

3.2.3 *Merit Increases*

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 *Anniversary Date*

Based upon job performance, as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their anniversary date. When an employee is promoted or reclassified to a new position, the first pay date at the new position shall constitute the employee's new anniversary date for purposes of the annual Performance Evaluation.

3.2.5 *Promotions*

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five (5%) increase (unless that would exceed the top step in the salary range).

3.2.6 *Performance Evaluations*

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

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

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

3.3 SALARY CHANGE ON RECLASSIFICATION

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

3.3.1 *To a Lower Classification*

When a position is re-allocated to a lower classification the incumbent is either:

1. Transferred to a vacant position in the former classification; or
2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 *To a Different Classification with the Same Salary Range*

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which he/she shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 *To a Higher Classification*

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary pay plan.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, she/he is assigned to the position vacated by the promotion.

3.4 SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS

3.4.1 *Out of Class Compensation*

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

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

3.4.2 *Shift Differential Pay*

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

3.4.3 *Court Pay*

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

3.5 ADDITIONAL PAY

3.5.1 *Educational Reimbursement – Miscellaneous Unit*

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

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

3.5.2 *Educational Reimbursement – Supervisory Unit*

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

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

3.5.3 *Bilingual Pay – Miscellaneous Employees*

Within the job classifications represented by the Union provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to his/her Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

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

This bilingual pay incentive shall be reviewed annually and as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action however removal of bilingual pay is appealable to the Human Resources Director. The determination of the Human Resources Director is not subject to any appeal/grievance procedure.

3.5.4 Bilingual Pay – Supervisory Unit

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

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

3.5.5 Sewer and Garage Employees Uniform Maintenance Program

Uniform shirts, pants and coveralls will be provided and laundered for the maintenance employees of the Sewer and Garage work units.

3.5.6 Uniform Allowance

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

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

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

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

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

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

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

3.5.7 *Uniform Jacket Cleaning Allowance*

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

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

3.5.8 *Mechanical Tool Allowance*

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

3.5.9 *Holiday Pay*

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

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

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

4.2 HEALTH & WELFARE

4.2.1 *Full Flex Cafeteria Plan*

Effective January 1, 2010, the City implemented a Full Flex Cafeteria plan (known as the Flexible Benefits Plan) for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's Full Flex Cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the plan. The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 757.96
For employee and one dependent:	\$ 1,433.74
For employee and two or more dependents:	\$ 1,571.09

Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The monthly flex dollar allowance (including the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the

cafeteria plan and the Affordable Care Act if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations or other legislation or agency guidance.

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

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

4.2.2 *Retirees Health Insurance*

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

a. Employees hired on or before January 1, 2010

The City shall make a monthly retiree health insurance contribution on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total monthly contribution, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- ##### **b. Employees hired on or after January 1, 2010**, and who meet the eligibility requirements for retiree health insurance, are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.5b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse,

registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

4.2.3 *Health and Dependent Care Spending Accounts*

City will offer Flexible Spending Accounts as part of its Section 125 Plan for as long as such a plan is desired by the Union and available pursuant to the IRS Code. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code up to the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code up to the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Employee's share of medical insurance premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. above. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.2.4 *Health Insurance Providers*

The City shall have the option, after meeting and consulting with representatives of The Union Stewards' Council, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

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

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

4.4 VISION CARE PLAN

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

4.5 LIFE INSURANCE

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

4.6 LONG TERM DISABILITY INSURANCE

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

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member Contribution)

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

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

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

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

4.7.3 Member Cost of Living Rates

Bargaining unit members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution

rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.8 STATE DISABILITY INSURANCE (SDI)

Employees will have the full premium cost for SDI coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan.

It is incumbent upon the employee to keep the City advised of their medical status, within HIPAA guidelines, and eligibility for SDI. With this notification, SDI benefits, as determined by the State, shall be integrated with accrued sick and vacation leave in the following manner:

- a. Employee notifies supervisor of disability and need for time off. At the same time employee files for SDI through the State Office.
- b. Supervisor verifies from leave records the employee's accrual balances and projects whether or not employee would, under normal circumstances, be placed in a leave without pay status during the time off period.
- c. Personnel Action Report (PAR) is completed by the supervisor to document request and approval of extended leave.
- d. Human Resources Department, on receipt of the PAR, contacts employee and supervisor to discuss availability of coordination of SDI with leave benefits.
- e. Employee's time off is recorded as sick leave and if necessary then vacation leave on time cards submitted by the supervisor to the Payroll Office.
- f. Upon receipt of the SDI payments, the employee must endorse the payments over to the City of San Rafael to receive credit for leave taken.
- g. Based upon the employee's hourly rate of pay, the Payroll Office computes how much used sick and/or vacation leave time the employee will be credited and credits the employee with those hours. NOTE: The employee may not be credited more than accrued at or during the time of the disability.
- h. The Human Resources Department, after notification from Payroll, notifies the employee when they have used all accrued sick and/or vacation time and when leave without pay status (LWOP) begins. Once the employee is on LWOP they would keep any SDI payments received and would be fully responsible for the monthly health, dental and life insurance premiums if they chose to remain in the group plans. FMLA/CFRA provide an exception and are referenced under Section 5.4.8.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations or as soon as the employee is aware of the need for the absence and no later than at the beginning of his/her daily duties. The City may request verification from a medical provider from any employee who is absent for three (3) or more consecutive days.

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

5.1.2 *Sick Leave Accrual*

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount but a cap exists for payoff purposes (see Section 5.1.6). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 *Use of Sick Leave*

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness of the employee or illness within the immediate family (family member means an employee's spouse, registered domestic partner, any unmarried child, including adopted child, a stepchild, or recognized natural child who lives with the employee in a regular parent-child relationship, parent, including in-laws, and grandparent), or for any physical incapacity of the employee resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations; or
3. Medical appointments that cannot be scheduled during non-working hours.

5.1.4 *Advance of Sick Leave*

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 *Service Credit for Sick Leave*

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement pursuant to Section 5.1.6 Compensation for Unused Portion (Sick Leave Payoff).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of any accrued, unused sick leave for retirement purposes.

5.1.6 *Compensation for Unused Portion*

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

5.2 VACATION LEAVE

5.2.1 Eligibility

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

5.2.2 Rate of Accrual

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

Service Year	Annual Hours	Hours Per Month
1	75.000 hours	6.2500
2	75.000 hours	6.2500
3	75.000 hours	6.2500
4	112.500 hours	9.3750
5	117.867 hours	9.8222
6	123.234 hours	10.2695
7	128.601 hours	10.7167
8	133.968 hours	11.1640
9	139.335 hours	11.6110
10	144.702 hours	12.0580
11	150.000 hours	12.5000
12	157.500 hours	13.1250
13	165.000 hours	13.7500
14	172.500 hours	14.3750
15	180.000 hours	15.0000
16 plus	187.500 hours	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period. Upon the City's modification of its pay schedule to 26 pay periods, the above accrual rates shall be adjusted to a pay period basis.

5.2.3 Administration of Vacation Leave

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

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

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with particular regard for the needs of the City but also, insofar as possible, considering the wishes of the employee.

The Maximum amount of vacation leave that may be taken at any given time shall be that amount that has accrued to the employee concerned, subject to the Department Director's approval. The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour (except that as permitted by law, the City shall authorize the use of vacation time in smaller increments to coordinate disability or workers compensation leaves with employee accrued paid time). Vacation leave granted by the City and used by an employee shall be deducted from the employee's vacation leave bank.

In the event that one or more City holidays falls within an annual vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

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

Employees may request a temporary waiver of their vacation cap, should a work-related injury prevent use of vacation time. Such requests would need to be in writing, submitted through the department, and receive the approval of the Department Director and the City Manager.

5.2.4 Vacation Cash-In

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

5.3 HOLIDAYS

5.3.1 Paid Holidays

All employees who are required to work on a day designated as an authorized holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

By written agreement between the employee and supervisor, an employee working an alternative work schedule can bank the holiday time to be scheduled as paid time off at a later date. Holidays will be lost if not used within the same fiscal year, and will not be cashed out at any time during employment or upon separation.

The following holidays will be observed:

January 1 st	New Year's Day
The third Monday in January	Martin Luther King Jr. Day
The third Monday in February	Washington's Birthday
March 31 st	Cesar Chavez Day
The last Monday in May	Memorial Day
July 4 th Holiday	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day

The fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

In addition to designated holidays, employees in this Unit receive two (2) floating holidays. Floating holidays not used are added to employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVE

5.4.1 Personal Leave – Supervisory Unit

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

5.4.2 Safety Holiday

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

5.4.3 Bereavement Leave

In the event of the death of an employee's spouse, child, parent, brother, sister, registered domestic partner, grandchild, grandparent, in-laws, relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to three (3) days within the State and up to five (5) days out-of-state may be granted for bereavement leave.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave.

5.4.4 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.5 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.6 *Leave of Absence Without Pay*

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.7 *Industrial Injury Leave*

For benefits under Workers Compensation, an employee should report any on the job injury to his/her supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources department coordinates benefits for Worker's Compensation claims. For further information see the City's Workers' Compensation policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

Employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Worker's Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments TD payments with salary continuation as follows: Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

Sick Leave Usage Post Industrial Injury/Illness:

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached maximum medical improvement and/or has been determined "permanent and stationary",
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City
- b. If none available, proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.8 *Family Medical Leave*

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

5.4.9 *Catastrophic Leave*

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

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day. The 37.5-hour work week will begin July 1, 2013, at which time employees shall return to the work schedule worked prior to implementation of the 36-hour work week, unless otherwise arranged with the Department Head.

6.1.1 Consecutive Two-Day Weekends

No later than October 1, 2018, each library employee shall have a weekend consisting of two consecutive days off work. At least one of the weekend days shall be a Saturday or Sunday.

The City and the Union shall begin the meet and confer process regarding scheduling in the library within 30 calendar days of the ratification of this successor MOU.

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

6.2 OVERTIME

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

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

6.3 COMPENSATORY TIME POLICY

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

6.3.1 Accrual Limit

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

6.3.2 Overtime Rate

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

6.4 STAND BY OR CALL BACK DUTY

6.4.1 Compensation When Assigned to Call Back Duty

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

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

6.4.2 Compensation When Not Assigned to Call Back Duty

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

6.4.3 Minimum Payment for Call Out

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

6.4.4 Standby Residency and Pagers

The residency requirement for standby personnel shall include those individuals who live within a sixty (60) minute travel distance from the Corporation Yard. Pagers and/or cell phones shall be provided to those persons on standby. Standby assignments will rotate based on seniority and availability.

A Miscellaneous or Supervisory Unit employee within the residency area shall be considered eligible for standby duty from 12:00 midnight on the first day of standby duty to 12:00 midnight on the last day of standby duty. This includes all holidays that may fall within that period. At the end of this period, standby duty is then assigned to the next employee on the list.

If an employee is sick or has scheduled time off, standby will move to the next person on the list. It is noted this list was originally established by lottery and that new employees are placed at the bottom of the list.

6.5 DOT AND CLASS B REQUIREMENTS

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

<ul style="list-style-type: none">▪ Street Maintenance Worker I/II*▪ Street Maintenance Worker III▪ Street Lead Maintenance Worker▪ Street Maintenance Supervisor▪ Park Equipment Mechanic▪ Parks Lead Maintenance Worker▪ Vehicle Equipment Mechanic I**▪ Vehicle Equipment Mechanic II	<ul style="list-style-type: none">▪ Equipment Service Attendant▪ Supervising Vehicle Equipment Mechanic▪ Sewer Maintenance Worker I**▪ Sewer Maintenance Worker II▪ Sewer Maintenance Worker III▪ Sewer Maintenance Supervisor▪ Sewer Maintenance Superintendent
---	--

* Street Maintenance Worker I/II hired before September 1, 2009 had the option to sign a document stating that they would obtain a Class B license and thus participate in the DOT program within 6 months from October 1, 2009. If the employee elects to obtain and maintain a Class B license, he/she is in the program for the duration of their employment in the position. If assigned to a Class B task, these employees will receive out of class pay for the day (s) they were required to drive a Class B vehicle.

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

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

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

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

6.6 PROBATIONARY PERIOD

6.6.1 Purpose of Probation

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

6.6.2 Length of Probationary Period

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

6.6.3 Rejection During Probation

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

6.6.4 Notification of Rejection

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

6.6.5 Extension of Probationary Period

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

6.6.6 Regular Status

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

6.6.7 *Promotion of Probationary Employee*

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

6.6.8 *Unsuccessful Passage of Promotional Probation*

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

6.6.9 *Lateral Transfer Probation*

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

6.7 TRANSFERS / REASSIGNMENTS

6.7.1 *Types of Transfers*

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

a. Intra-departmental transfers.

The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).

b. Inter-departmental transfers.

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

c. Voluntary Transfers.

An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.7.2 *Minimum Qualifications & Probation*

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

6.7.3 *Transfer Procedures*

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency.

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

Employees who have completed their initial probation may seek voluntary transfers to positions within the same job class, and/or lower level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.8 PERSONNEL RULES & REGULATIONS

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

6.8.1 Drug & Alcohol Policy

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

6.8.2 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq. Individual employees may review their official personnel file maintained by the Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.8.3 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.8.4 Outside Employment Policy

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

6.8.5 Use of City Vehicle

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

6.8.6 Wireless Communication Policy

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

6.8.7 *Safety Policy*

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

6.8.8 *Materials Relating to Disciplinary Action*

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

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

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

6.9 MISCELLANEOUS

6.9.1 *Hazardous Materials*

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

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

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

6.9.2 *Gratuities / Solicitation of Contributions*

Gratuities and/or solicitation of contributions are not allowed.

6.9.3 *Return of City Equipment*

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned to the employee's supervisor before leaving City employment.

6.9.4 *Political Activity*

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

6.9.5 *Employment of Relatives*

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

6.9.6 *Labor / Management Meetings*

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

The committee shall be comprised of three (3) representatives from the Miscellaneous and Supervisory Units and three (3) from City Management as well as the SEIU Field Representative and the Human Resources Director. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.9.7 *Contract Orientation Work Sessions*

The City and the Union agree that the individuals having responsibility for the enforcement of the Agreement, Union Stewards and Department Directors/Supervisors, shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.9.8 *Temp Seasonal Employees*

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

6.9.9 *Gym Reimbursement*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

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

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

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

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

7.1.2 *Suspension*

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

7.2 TERMINATION OF EMPLOYMENT

7.2.1 *Resignation*

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

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

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

7.2.3 *Termination - Disciplinary Action*

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

7.2.4 *Retirement*

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

7.2.5 *Job Abandonment*

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

7.3 DISCIPLINARY ACTION

7.3.1 *Right to Discipline & Discharge*

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

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under

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

7.3.2 Preliminary Notice

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

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

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

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

7.3.3 Disciplinary Action and Appeal

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

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

7.3.4 Harassment Policy

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

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

1. **Grievance** is a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, except issues concerning appeals of punitive action, which are governed by Sections 7.1, 7.2 and 7.3 of this Memorandum. A dispute regarding the interpretation of the City's Personnel Rules and Regulations is subject to the grievance procedure up to Step 3 (City Manager). All ordinances, resolutions, rules and regulations which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.
2. **Day** shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
3. **Grievant** may be an individual employee or a group of employees or the Union on behalf of a group of employees or the Union on its own behalf on matters involving the City and Union relationship.
4. **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 Procedure

Step 1.

Within seven (7) days of when the grievant knew or should have known of the act or omission causing the grievance, the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor.

Within five (5) days thereafter, the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2.

If the grievant is not satisfied with the resolution at Step 1, the grievant must reduce the grievance to writing and present it to the Department Director within five (5) days.

The written grievance shall contain a statement of facts about the nature of the grievance and shall identify the specific provisions of this Memorandum of Understanding alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant.

The Department Director shall confer with the grievant and within ten (10) days respond to the allegations in writing.

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within five (5) days appeal the matter to the City Manager.

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

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the City's Human Resources Department within ten (10) days after the receipt of the response in Step 3, notify the City that the Union wishes to appeal the grievance to final

and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing.

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

7.4.3 *Arbitration*

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

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

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

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

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

7.4.4 *General Provisions*

1. Employees who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party shall be free from discrimination by either the Union or the City.
2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
3. If the City management fails to respond within the specified time limits, the grievance shall, at the request of the Union, be moved to the next step of the procedure. If the Union or a grievant fails to process or appeal a grievance within the specified time limits, the matter shall be deemed withdrawn with prejudice. The parties may by mutual agreement waive the steps in the procedure.
4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
5. The Human Resources Department shall act as the central repository for all grievances.

6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the Union representative or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.5 POSITION RECLASSIFICATION

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

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and SEIU 1021 recognize the unpredictable changes in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and SEIU 1021 have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the City shall meet and consult with the Union at least 60 days prior to implementation of the Furlough Program. The procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

7.6.1 Voluntary Time Off (VTO)

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. An employee selecting at least a 5% reduction of hours through the VTO would receive "float days" as described in 6.6.2. (4.b.).
3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.
4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence cannot be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 Mandatory Time Off (MTO)

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager) and after consultation with the union.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will not impact Marin County retirement

calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. If the Marin County Retirement Association changes its policy on this, the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy.

3. MTO time shall apply toward time in service for step increases and completion of probation.
4. Other Terms and Conditions:
 - a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5% is implemented, the involved employee shall be credited with three (3) days of float time
 - b. **Float time** accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
 - c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City and the Union agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 Authority

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

7.7.2 Notice

Regular employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be so notified.

7.7.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Extra hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full time permanent employee.

7.7.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rata basis to full time service.

Time spent on a City Manager approved leave of absence without pay does not count toward seniority.

- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 *Bumping Rights*

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

7.7.6 *Transfer Rights*

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.2, but no longer than the effective date of such layoff or reduction.

7.7.7 *Layoff Procedure Notification*

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

7.8 RE-EMPLOYMENT

7.8.1 *General Guidelines*

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

7.8.2 *Right to Re-Employment*

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

7.8.3 *Time Limits*

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

7.8.4 *Availability*

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

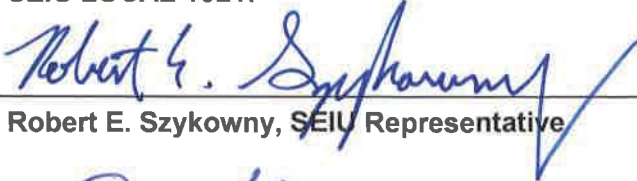
7.8.5 *Probationary Status*

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

7.8.6 *Restoration of Benefits*

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

SEIU LOCAL 1021:


Robert E. Szykowny, SEIU Representative


John Stead-Mendez, Executive Director, SEIU Local 1021


Earl Boisclair, Public Works Dispatcher


William Calhoun, Librarian II


Anne Derrick, Administrative Assistant III


Andrea Gilles, Senior Administrative Assistant


Jennifer Kiefer, Library Assistant II


Wes Sitchler, Sewer Lead Maintenance Worker

08-08-2018
Date

CITY OF SAN RAFAEL:


Tim Davis, Lead Negotiator

Burke Williams Sorensen

Cristine Afilovich, Assistant City Manager


Stacey Peterson, Human Resources Director


Sylvia Gonzalez, HR Coordinator

07-27-18
Date

City of San Rafael
SEIU - SALARY SCHEDULE
July 1, 2018

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 5,560	\$ 5,838	\$ 6,130	\$ 6,437	\$ 6,758
7240	Accountant II	\$ 5,839	\$ 6,131	\$ 6,437	\$ 6,759	\$ 7,097
7200	Accounting Assistant I	\$ 4,050	\$ 4,252	\$ 4,465	\$ 4,688	\$ 4,923
7201	Accounting Assistant II	\$ 4,461	\$ 4,684	\$ 4,918	\$ 5,164	\$ 5,422
7299	Accounting Technician	\$ 5,562	\$ 5,840	\$ 6,132	\$ 6,439	\$ 6,761
7205	Administrative Analyst	\$ 5,168	\$ 5,426	\$ 5,697	\$ 5,982	\$ 6,281
7211	Administrative Assistant I	\$ 4,198	\$ 4,407	\$ 4,628	\$ 4,859	\$ 5,102
7212	Administrative Assistant II	\$ 4,628	\$ 4,860	\$ 5,103	\$ 5,358	\$ 5,626
7295	Senior Administrative Assistant	\$ 4,984	\$ 5,233	\$ 5,494	\$ 5,769	\$ 6,058
7216	Administrative Assistant to the City Clerk	\$ 4,984	\$ 5,233	\$ 5,494	\$ 5,769	\$ 6,058
7210	Assistant Planner	\$ 5,845	\$ 6,137	\$ 6,444	\$ 6,766	\$ 7,104
7208	Associate Planner	\$ 6,450	\$ 6,773	\$ 7,111	\$ 7,467	\$ 7,840
7217	Building Inspector I	\$ 5,296	\$ 5,561	\$ 5,839	\$ 6,131	\$ 6,438
7218	Building Inspector II	\$ 5,845	\$ 6,137	\$ 6,444	\$ 6,766	\$ 7,104
7475	Building Technician I	\$ 4,567	\$ 4,796	\$ 5,036	\$ 5,287	\$ 5,552
7220	Business License Examiner	\$ 4,683	\$ 4,917	\$ 5,163	\$ 5,421	\$ 5,692
7221	Child Care Bookkeeper I	\$ 4,050	\$ 4,252	\$ 4,465	\$ 4,688	\$ 4,923
7262	Child Care Bookkeeper II	\$ 4,461	\$ 4,684	\$ 4,918	\$ 5,164	\$ 5,422
7222	Code Enforcement Official I	\$ 4,243	\$ 4,455	\$ 4,678	\$ 4,912	\$ 5,157
7223	Code Enforcement Official II	\$ 4,682	\$ 4,916	\$ 5,162	\$ 5,420	\$ 5,691
7380	Code Enforcement Official III	\$ 5,560	\$ 5,838	\$ 6,130	\$ 6,437	\$ 6,758
2119	Construction Inspector - SRSD	\$ 5,757	\$ 6,045	\$ 6,347	\$ 6,664	\$ 6,998
7224	Custodian	\$ 3,963	\$ 4,161	\$ 4,369	\$ 4,588	\$ 4,817
7226	Deputy City Clerk	\$ 5,109	\$ 5,364	\$ 5,632	\$ 5,914	\$ 6,210
7120	Emergency Management Coordinator	\$ 4,800	\$ 5,040	\$ 5,292	\$ 5,556	\$ 5,834
7121	Environmental Management Coordinator	\$ 4,800	\$ 5,040	\$ 5,292	\$ 5,556	\$ 5,834
7232	Facility Repair Supervisor	\$ 6,309	\$ 6,625	\$ 6,956	\$ 7,304	\$ 7,669
7291	Facility Repair Worker I	\$ 4,477	\$ 4,701	\$ 4,936	\$ 5,183	\$ 5,442
7233	Facility Repair Worker II	\$ 4,938	\$ 5,184	\$ 5,444	\$ 5,716	\$ 6,002
7294	Facility Repair Worker III	\$ 5,314	\$ 5,579	\$ 5,858	\$ 6,151	\$ 6,459
7108	Fire Prevention Inspector I	\$ 6,693	\$ 7,027	\$ 7,379	\$ 7,747	\$ 8,135
7107	Fire Prevention Inspector II	\$ 7,378	\$ 7,747	\$ 8,134	\$ 8,541	\$ 8,968
7237	GIS Analyst I	\$ 5,971	\$ 6,270	\$ 6,583	\$ 6,912	\$ 7,258
2403	GIS Analyst II	\$ 6,567	\$ 6,896	\$ 7,240	\$ 7,603	\$ 7,983
7298	IT Help Desk Supervisor	\$ 6,567	\$ 6,896	\$ 7,241	\$ 7,603	\$ 7,983
7243	Librarian I	\$ 5,122	\$ 5,378	\$ 5,647	\$ 5,930	\$ 6,226
7244	Librarian II	\$ 5,381	\$ 5,650	\$ 5,932	\$ 6,229	\$ 6,540
2404	Library Aide	\$ 2,455	\$ 2,578	\$ 2,707	\$ 2,842	\$ 2,984
7246	Library Assistant I	\$ 3,373	\$ 3,541	\$ 3,718	\$ 3,904	\$ 4,099
7247	Library Assistant II	\$ 3,814	\$ 4,005	\$ 4,205	\$ 4,415	\$ 4,636

7248	Library Circulation Supervisor	\$ 4,877	\$ 5,120	\$ 5,376	\$ 5,645	\$ 5,928
2405	Library Tech Services Supervisor	\$ 4,877	\$ 5,120	\$ 5,376	\$ 5,645	\$ 5,928
7292	Literacy Program Supervisor	\$ 5,936	\$ 6,233	\$ 6,545	\$ 6,872	\$ 7,216
7249	Mail and Stores Clerk	\$ 3,627	\$ 3,809	\$ 3,999	\$ 4,199	\$ 4,409
7255	Network Analyst	\$ 5,971	\$ 6,270	\$ 6,584	\$ 6,913	\$ 7,258
7274	Network Support Technician	\$ 4,567	\$ 4,796	\$ 5,036	\$ 5,287	\$ 5,552
7285	Office Assistant I	\$ 3,454	\$ 3,627	\$ 3,808	\$ 3,999	\$ 4,199
7284	Office Assistant II	\$ 3,902	\$ 4,097	\$ 4,302	\$ 4,517	\$ 4,743
7256	Park Equipment Mechanic	\$ 5,186	\$ 5,445	\$ 5,718	\$ 6,004	\$ 6,304
7257	Parking Attendant I	\$ 1,977	\$ 2,076	\$ 2,180	\$ 2,289	\$ 2,404
7275	Parking Attendant II	\$ 2,178	\$ 2,287	\$ 2,401	\$ 2,521	\$ 2,647
6208	Parking Enforcement Officer	\$ 4,824	\$ 5,065	\$ 5,319	\$ 5,585	\$ 5,864
6212	Parking Equipment Technician	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578
6209	Parking Maintenance & Collections	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578
6211	Parking Operations Supervisor	\$ 6,309	\$ 6,624	\$ 6,956	\$ 7,303	\$ 7,669
7258	Parks & Graffiti Worker	\$ 4,162	\$ 4,371	\$ 4,589	\$ 4,819	\$ 5,059
2123	Parks Lead Maintenance Worker	\$ 5,314	\$ 5,579	\$ 5,858	\$ 6,151	\$ 6,459
7271	Parks Maintenance Supervisor	\$ 6,309	\$ 6,625	\$ 6,956	\$ 7,304	\$ 7,669
7236	Parks Maintenance Worker I	\$ 4,371	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313
7238	Parks Maintenance Worker II	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578
7296	Permit Services Coordinator	\$ 6,309	\$ 6,625	\$ 6,956	\$ 7,304	\$ 7,669
7261	Planning Technician	\$ 4,567	\$ 4,796	\$ 5,036	\$ 5,287	\$ 5,552
7234	Printing Press Operator	\$ 4,517	\$ 4,743	\$ 4,980	\$ 5,229	\$ 5,490
1201	Program Coordinator	\$ 4,800	\$ 5,040	\$ 5,292	\$ 5,556	\$ 5,834
7290	Public Works Dispatcher	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578
7263	Revenue Supervisor	\$ 7,094	\$ 7,449	\$ 7,821	\$ 8,212	\$ 8,623
2309	Senior Building Inspector	\$ 6,938	\$ 7,285	\$ 7,649	\$ 8,032	\$ 8,433
7219	Senior Building Technician	\$ 5,297	\$ 5,562	\$ 5,840	\$ 6,132	\$ 6,438
7265	Senior Library Assistant	\$ 4,005	\$ 4,206	\$ 4,416	\$ 4,637	\$ 4,869
7264	Senior Planner	\$ 7,299	\$ 7,664	\$ 8,047	\$ 8,450	\$ 8,872
2204	Sewer Lead Maintenance Worker	\$ 5,859	\$ 6,152	\$ 6,460	\$ 6,783	\$ 7,122
7266	Sewer Maintenance Worker I	\$ 4,703	\$ 4,938	\$ 5,185	\$ 5,444	\$ 5,716
7267	Sewer Maintenance Worker II	\$ 5,061	\$ 5,314	\$ 5,579	\$ 5,858	\$ 6,151
7281	Sewers Supervisor	\$ 6,624	\$ 6,955	\$ 7,303	\$ 7,668	\$ 8,051
7269	Shop & Equipment Supervisor	\$ 6,309	\$ 6,625	\$ 6,956	\$ 7,304	\$ 7,669
7280	Street Lead Maintenance Worker	\$ 5,314	\$ 5,579	\$ 5,858	\$ 6,151	\$ 6,459
7209	Street Maintenance Supervisor	\$ 6,309	\$ 6,625	\$ 6,956	\$ 7,304	\$ 7,669
7250	Street Maintenance Worker I	\$ 4,371	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313
7251	Street Maintenance Worker II	\$ 4,589	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578
7245	Supervising Librarian	\$ 5,936	\$ 6,233	\$ 6,545	\$ 6,872	\$ 7,216
8523	Supervising Parking Enforcement Officer	\$ 5,425	\$ 5,696	\$ 5,981	\$ 6,280	\$ 6,594
7288	Supervising Vehicle/Equipment Mechanic	\$ 5,581	\$ 5,860	\$ 6,153	\$ 6,461	\$ 6,784
2129	Sustainability & Volunteer Program Coordinator	\$ 5,683	\$ 5,968	\$ 6,266	\$ 6,579	\$ 6,908
7286	Vehicle/Equipment Mechanic I	\$ 4,703	\$ 4,938	\$ 5,185	\$ 5,444	\$ 5,716
7287	Vehicle/Equipment Mechanic II	\$ 5,186	\$ 5,445	\$ 5,717	\$ 6,003	\$ 6,304
2131	Volunteer Program Assistant	\$ 4,628	\$ 4,860	\$ 5,103	\$ 5,358	\$ 5,626

City of San Rafael
SEIU - SALARY SCHEDULE
July 1, 2019

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 5,671	\$ 5,955	\$ 6,253	\$ 6,565	\$ 6,894
7240	Accountant II	\$ 5,955	\$ 6,253	\$ 6,566	\$ 6,894	\$ 7,239
7200	Accounting Assistant I	\$ 4,131	\$ 4,337	\$ 4,554	\$ 4,782	\$ 5,021
7201	Accounting Assistant II	\$ 4,550	\$ 4,777	\$ 5,016	\$ 5,267	\$ 5,531
7299	Accounting Technician	\$ 5,673	\$ 5,957	\$ 6,255	\$ 6,567	\$ 6,896
7205	Administrative Analyst	\$ 5,271	\$ 5,534	\$ 5,811	\$ 6,102	\$ 6,407
7211	Administrative Assistant I	\$ 4,282	\$ 4,496	\$ 4,720	\$ 4,956	\$ 5,204
7212	Administrative Assistant II	\$ 4,721	\$ 4,957	\$ 5,205	\$ 5,465	\$ 5,738
7295	Senior Administrative Assistant	\$ 5,083	\$ 5,337	\$ 5,604	\$ 5,884	\$ 6,179
7216	Administrative Assistant to the City Clerk	\$ 5,083	\$ 5,337	\$ 5,604	\$ 5,884	\$ 6,179
7210	Assistant Planner	\$ 5,962	\$ 6,260	\$ 6,573	\$ 6,901	\$ 7,246
7208	Associate Planner	\$ 6,579	\$ 6,908	\$ 7,254	\$ 7,616	\$ 7,997
7217	Building Inspector I	\$ 5,402	\$ 5,672	\$ 5,956	\$ 6,254	\$ 6,567
7218	Building Inspector II	\$ 5,962	\$ 6,260	\$ 6,573	\$ 6,901	\$ 7,247
7475	Building Technician I	\$ 4,659	\$ 4,892	\$ 5,136	\$ 5,393	\$ 5,663
7220	Business License Examiner	\$ 4,777	\$ 5,016	\$ 5,266	\$ 5,530	\$ 5,806
7221	Child Care Bookkeeper I	\$ 4,131	\$ 4,337	\$ 4,554	\$ 4,782	\$ 5,021
7262	Child Care Bookkeeper II	\$ 4,550	\$ 4,777	\$ 5,016	\$ 5,267	\$ 5,531
7222	Code Enforcement Official I	\$ 4,328	\$ 4,544	\$ 4,771	\$ 5,010	\$ 5,261
7223	Code Enforcement Official II	\$ 4,775	\$ 5,014	\$ 5,265	\$ 5,528	\$ 5,804
7380	Code Enforcement Official III	\$ 5,671	\$ 5,955	\$ 6,253	\$ 6,565	\$ 6,894
2119	Construction Inspector - SRSD	\$ 5,872	\$ 6,166	\$ 6,474	\$ 6,798	\$ 7,137
7224	Custodian	\$ 4,042	\$ 4,244	\$ 4,457	\$ 4,679	\$ 4,913
7226	Deputy City Clerk	\$ 5,211	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,334
7120	Emergency Management Coordinator	\$ 4,896	\$ 5,141	\$ 5,398	\$ 5,667	\$ 5,951
7121	Environmental Management Coordinator	\$ 4,896	\$ 5,141	\$ 5,398	\$ 5,667	\$ 5,951
7232	Facility Repair Supervisor	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,450	\$ 7,822
7291	Facility Repair Worker I	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,286	\$ 5,551
7233	Facility Repair Worker II	\$ 5,036	\$ 5,288	\$ 5,552	\$ 5,830	\$ 6,122
7294	Facility Repair Worker III	\$ 5,420	\$ 5,691	\$ 5,976	\$ 6,274	\$ 6,588
7108	Fire Prevention Inspector I	\$ 6,826	\$ 7,168	\$ 7,526	\$ 7,902	\$ 8,298
7107	Fire Prevention Inspector II	\$ 7,525	\$ 7,902	\$ 8,297	\$ 8,712	\$ 9,147
7237	GIS Analyst I	\$ 6,090	\$ 6,395	\$ 6,715	\$ 7,050	\$ 7,403
2403	GIS Analyst II	\$ 6,699	\$ 7,034	\$ 7,385	\$ 7,755	\$ 8,142
7298	IT Help Desk Supervisor	\$ 6,699	\$ 7,034	\$ 7,385	\$ 7,755	\$ 8,142
7243	Librarian I	\$ 5,225	\$ 5,486	\$ 5,760	\$ 6,048	\$ 6,351
7244	Librarian II	\$ 5,488	\$ 5,763	\$ 6,051	\$ 6,353	\$ 6,671
2404	Library Aide	\$ 2,504	\$ 2,630	\$ 2,761	\$ 2,899	\$ 3,044
7246	Library Assistant I	\$ 3,440	\$ 3,612	\$ 3,793	\$ 3,982	\$ 4,181
7247	Library Assistant II	\$ 3,890	\$ 4,085	\$ 4,289	\$ 4,504	\$ 4,729

7248	Library Circulation Supervisor	\$ 4,974	\$ 5,223	\$ 5,484	\$ 5,758	\$ 6,046
2405	Library Tech Services Supervisor	\$ 4,974	\$ 5,223	\$ 5,484	\$ 5,758	\$ 6,046
7292	Literacy Program Supervisor	\$ 6,055	\$ 6,358	\$ 6,676	\$ 7,009	\$ 7,360
7249	Mail and Stores Clerk	\$ 3,700	\$ 3,885	\$ 4,079	\$ 4,283	\$ 4,497
7255	Network Analyst	\$ 6,091	\$ 6,395	\$ 6,715	\$ 7,051	\$ 7,403
7274	Network Support Technician	\$ 4,659	\$ 4,892	\$ 5,136	\$ 5,393	\$ 5,663
7285	Office Assistant I	\$ 3,523	\$ 3,699	\$ 3,884	\$ 4,079	\$ 4,283
7284	Office Assistant II	\$ 3,980	\$ 4,179	\$ 4,388	\$ 4,607	\$ 4,838
7256	Park Equipment Mechanic	\$ 5,290	\$ 5,554	\$ 5,832	\$ 6,124	\$ 6,430
7257	Parking Attendant I	\$ 2,017	\$ 2,118	\$ 2,224	\$ 2,335	\$ 2,452
7275	Parking Attendant II	\$ 2,221	\$ 2,332	\$ 2,449	\$ 2,572	\$ 2,700
6208	Parking Enforcement Officer	\$ 4,921	\$ 5,167	\$ 5,425	\$ 5,696	\$ 5,981
6212	Parking Equipment Technician	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419	\$ 5,690
6209	Parking Maintenance & Collections	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419	\$ 5,690
6211	Parking Operations Supervisor	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,449	\$ 7,822
7258	Parks & Graffiti Worker	\$ 4,246	\$ 4,458	\$ 4,681	\$ 4,915	\$ 5,161
2123	Parks Lead Maintenance Worker	\$ 5,420	\$ 5,691	\$ 5,976	\$ 6,274	\$ 6,588
7271	Parks Maintenance Supervisor	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,450	\$ 7,822
7236	Parks Maintenance Worker I	\$ 4,458	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419
7238	Parks Maintenance Worker II	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419	\$ 5,690
7296	Permit Services Coordinator	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,450	\$ 7,822
7261	Planning Technician	\$ 4,659	\$ 4,892	\$ 5,136	\$ 5,393	\$ 5,663
7234	Printing Press Operator	\$ 4,607	\$ 4,837	\$ 5,079	\$ 5,333	\$ 5,600
1201	Program Coordinator	\$ 4,896	\$ 5,141	\$ 5,398	\$ 5,667	\$ 5,951
7290	Public Works Dispatcher	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419	\$ 5,690
7263	Revenue Supervisor	\$ 7,236	\$ 7,598	\$ 7,978	\$ 8,377	\$ 8,795
2309	Senior Building Inspector	\$ 7,077	\$ 7,431	\$ 7,802	\$ 8,193	\$ 8,602
7219	Senior Building Technician	\$ 5,403	\$ 5,673	\$ 5,956	\$ 6,254	\$ 6,567
7265	Senior Library Assistant	\$ 4,086	\$ 4,290	\$ 4,504	\$ 4,730	\$ 4,966
7264	Senior Planner	\$ 7,445	\$ 7,818	\$ 8,208	\$ 8,619	\$ 9,050
2204	Sewer Lead Maintenance Worker	\$ 5,977	\$ 6,275	\$ 6,589	\$ 6,919	\$ 7,265
7266	Sewer Maintenance Worker I	\$ 4,797	\$ 5,037	\$ 5,288	\$ 5,553	\$ 5,830
7267	Sewer Maintenance Worker II	\$ 5,162	\$ 5,420	\$ 5,691	\$ 5,976	\$ 6,274
7281	Sewers Supervisor	\$ 6,756	\$ 7,094	\$ 7,449	\$ 7,821	\$ 8,212
7269	Shop & Equipment Supervisor	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,450	\$ 7,822
7280	Street Lead Maintenance Worker	\$ 5,420	\$ 5,691	\$ 5,976	\$ 6,274	\$ 6,588
7209	Street Maintenance Supervisor	\$ 6,435	\$ 6,757	\$ 7,095	\$ 7,450	\$ 7,822
7250	Street Maintenance Worker I	\$ 4,458	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419
7251	Street Maintenance Worker II	\$ 4,681	\$ 4,915	\$ 5,161	\$ 5,419	\$ 5,690
7245	Supervising Librarian	\$ 6,055	\$ 6,358	\$ 6,676	\$ 7,009	\$ 7,360
8523	Supervising Parking Enforcement Officer	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406	\$ 6,726
7288	Supervising Vehicle/Equipment Mechanic	\$ 5,693	\$ 5,977	\$ 6,276	\$ 6,590	\$ 6,920
2129	Sustainability & Volunteer Program Coordinator	\$ 5,797	\$ 6,087	\$ 6,391	\$ 6,711	\$ 7,046
7286	Vehicle/Equipment Mechanic I	\$ 4,797	\$ 5,037	\$ 5,288	\$ 5,553	\$ 5,831
7287	Vehicle/Equipment Mechanic II	\$ 5,290	\$ 5,554	\$ 5,832	\$ 6,123	\$ 6,430
2131	Volunteer Program Assistant	\$ 4,721	\$ 4,957	\$ 5,205	\$ 5,465	\$ 5,738

City of San Rafael
Employees represented by SEIU Local 1021
Classification/Compensation Summary: Benchmark Linkages

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

Exhibit B

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

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

**SIDE LETTER AGREEMENT
BETWEEN SEIU LOCAL 1021
AND
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as "City") and SEIU Local 1021 (hereinafter referred to as the "Local 1021") entered into a Memorandum of Understanding ("MOU") with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the Association are collectively referred to herein as the "Parties." The Parties now wish to extend this MOU one year and provide a wage increase.

Effective ^{368 Feb 25, 2020} Feb 25, 2020, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members a 2% salary increase in the first pay period after July 1, 2020 and a 1% equity adjustment in the first pay period after January 1, 2021. The two step increases over the final year of this extended MOU is equivalent to 2.5% increase and is consistent with the Bay Area December 2019 CPI index.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

Paragraph 3 of the MOU

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned for salary and employee benefit adjustment for the period commencing July 1, 2018 and ending June 30, 2020~~1~~. **When ratified by the Local 1021 Bargaining Unit membership and approved by City Council, this Memorandum of Understanding shall be binding upon the SEIU Local 1021, the employees it represents, and the City of San Rafael.**

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2020.

1.1.2 Term of MOU

This Agreement will be in effect from July 1, 2018 through June 30, 2020~~1~~.

3.1.2 General Wage Increase

Effective the first full pay period including in July 2018 or upon approval of the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2%.

Effective the first pay period after July 1, 2020, salary ranges for classifications in this unit shall be increased by 2.0%.

Effective the first pay period after January 1, 2021, salary ranges for classifications in this unit shall be increased by 1.0%.

Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit "A".

4.2.2 Retirees Health Insurance

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

a. Employees hired on or before January 1, 2010

The City shall make a monthly retiree health insurance contribution on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total monthly contribution, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

b. Employees hired on or after January 1, 2010, and who meet the eligibility requirements for retiree health insurance, are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.5b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS. The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of ~~75~~ **125** hours of sick leave after the conversion.

5.4.10 Emergency/Smoke Leave

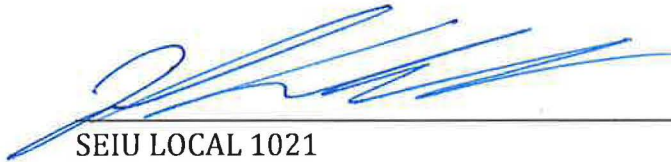
In the event that an emergency is declared that impacts City facilities or operations and results in the closure of any facilities, employees regularly assigned to work in a closed worksite may be required to report to a worksite other than their regular worksite to assist in emergency duties or to a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

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

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


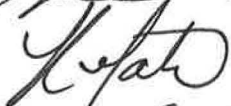

CITY OF SAN RAFAEL:

Date: 2/25/2020


SEIU LOCAL 1021

Date: 2/25/2020


CITY OF SAN RAFAEL

SEIU Bargaining Team





James Smith