SIDE LETTER AGREEMENT
BETWEEN SEIU LOCAL 1021 CHILD CARE UNIT
AND CITY OF SAN RAFAEL

The City of San Rafael (hereinafter referred to as the City) and SEIU Local 1021 Child Care Unit (hereinafter referred to as the "Union") entered into a Memorandum of Understanding ("MOU") with a term beginning on November 1, 2021 and terminating on October 31, 2024. The City and the Union are collectively referred to herein as the "Parties." The Parties now wish to amend the MOU.

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

In June 2023, the parties met to discuss Section 8 of the MOU between SEIU Local 1021 and the City of San Rafael, entitled "Reopener related to reorganization of City's Child Care program". We discussed the City's plan to reorganize the school-age Child Care program and not seek licensing from the State of CA for the school-age Child Care program. Without the licensing requirements imposed by the State, the parties agree that going forward, the City may hire part-time, temp/seasonal employees into the Child Care Aide and Child Care Specialist classifications to staff the school-age Child Care program, which both have lower minimum qualifications than the Instructor I/II classifications and are not in the SEIU bargaining unit. The City may utilize the Instructor I/II classifications as qualified applicants are identified and will advertise the job listing for Instructor I/II when recruiting for Child Care Aide and Child Care Specialist positions. Existing Directors and Instructor I/II's, who are employed in these classifications as of July 1, 2023, will not be laid off solely as part of this reorganization, which is due to the changes in licensing described above.

As of the date of this agreement, the Child Care Director classification and the Child Care Instructor I and Instructor II classifications shall be moved to the Miscellaneous Bargaining Unit. Both bargaining units are still represented by SEIU, Local 1021.

Between July 2023 and January 2024, the City will conduct a classification study of the Child Care Director classification to determine if the classification is appropriate to support employee growth and Child Care division operations. At this time, the parties will determine whether it is appropriate for the Child Care directors to be included in the Supervisory Unit of this MOU. Around January 2024, the parties will meet to negotiate the comparators for the Child Care Director classification (or its

new title) to be used in the compensation study for contract negotiation in 2024. At the same time, the parties will meet to discuss an appropriate benchmark for both the Child Care Director and the Instructor I/II classifications.

Consistent with our most recent survey, the following jurisdictions will be used as comparators for the Instructor I/Instructor II classifications: City of Belmont, City of Emeryville, City of San Mateo, City of South San Francisco, City of Novato, City of Larkspur, and Town of San Anselmo.

During negotiations for a successor agreement for the Miscellaneous/Supervisory bargaining unit, up to 3 bargaining team members from Child Care may be added to the SEIU team with no loss of bargaining team members chosen by the Miscellaneous unit.

Section 3.1.1 Pay Dates of the Miscellaneous and Supervisory 2021-2024 MOU will be modified to show the annual hours for Full-time Instructor I/II shall be 1,820 hours per year (35 hours per week times 52 week per year equals 1,820 per year)

Unless specified in this agreement, all other provisions of the Miscellaneous and Supervisory Bargaining Unit MOU will apply to the Child Care Director and Instructor I/II classifications.

The following previously negotiated sections of the 2021-2024 Child Care MOU will apply to Child Care Director and Instructor I/II classifications in the new bargaining unit, pursuant to this Side Letter. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

3.1 GENERAL WAGE INCREASE (This Section shall replace, in its entirety, section 3.1.2 in the Miscellaneous SEIU agreement)

> Effective the first full pay period in November 2021, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).
>
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3.2 STEP INCREASES (This Section shall replace, in its entirety, section 3.2 in the Miscellaneous SEIU agreement)

Except as provided below, when considering a step increase for Child Care Program employees, he/she must have at least one year of satisfactory service and have worked a minimum of 700 hours during the preceding year and receive a positive evaluation from his/her supervisor. If said employee does not qualify for a step increase after each year of service, he/she will be considered for that increase upon the completion of the minimum 700-hour requirement. Employees are eligible to advance to Step E on their anniversary date after having spent at least two years at Step D.

3.4.1 SPLIT PAY SHIFT DIFFERENTIAL (A comparable section does not exist in the SEIU Miscellaneous agreement)

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

4.2.4 RETIREES HEALTH INSURANCE (This Section shall replace, in its entirety, section 4.2.2 in the Miscellaneous SEIU agreement)

Employees represented by the Union 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. Longevity Payment for Employees hired on or before January 1, 2010.

The City shall make a monthly longevity payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's monthly contribution to the Retiree HRA trust shall not exceed $543 per month. The City's contribution towards a retiree's Retiree HRA Trust account 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, 3.1.5 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS. The City shall additionally make available a retiree health care trust to enable these employees hired on or after January 1, 2010 to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

4.2.5 PRO RATA BENEFIT RULES (This Section shall replace the last 2 paragraphs of section 4.2.1 in the Miscellaneous SEIU agreement beginning with "Unless a greater"… and ending with "is required by law".)

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the city to be used for enrollment in city offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency. For those part time employees hired prior to January 1, 2010, the flex dollar allowance shall be pro-rated based off of $909 per month. For those electing "Employee Only" coverage, the maximum benefit for these part time employees shall be $650 per month

4.3 DENTAL PLAN (This Section shall replace, in its entirety, section 4.3 in the Miscellaneous SEIU agreement)

The City will provide a dental insurance program for all full-time and part-time, permanent employees regularly scheduled to work a minimum of 20 hours per week. All employees enrolled in the dental insurance program will be enrolled in the subgroup that provides $1,500 maximum benefit for one Dental Expense Period for all covered dental expenses, for all eligible enrollees, except for Orthodontic Treatment which has an aggregate maximum benefit (lifetime) of $1,000 and is limited to eligible dependent children. The City will pay the full cost of the monthly dental insurance premium for full-time

employees, including those with a 35-hour full-time position. For the eligible part-time, permanent employees enrolling in the City's group dental insurance program, the City will pay the first $70 per month of the actual premium rate for the eligible part-time, permanent employees and the enrolled employee will be responsible through payroll deduction for the balance of the monthly premium. In the event of an increase in the dental insurance premium, the City payment of eligible part-time, permanent employees shall be increased to maintain the same dollar differential between full-time and part-time. The plan shall cover enrollment for eligible employees and their eligible dependents. Refer to the dental insurance policy booklet for eligibility requirements and specific coverage and other benefit limitations.

4.5.2 CITY PAID EMPLOYEE RETIREMENT (City Paid Member Contribution) (This Section shall replace, in its entirety, section 4.7.1 in the Miscellaneous SEIU agreement)

Bargaining unit, members shall pay the full share of the employee's contribution to the Marin County Retirement System. The employee's share of their contribution shall be paid by the employee through automatic payroll deductions. In accordance with the Marin County Employees Retirement Association (MCERA) and City administrative requirements, all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by MCERA, in addition to the current employee contribution towards pension as determined by MCERA. The City of San Rafael acknowledges that under its current practice, the employees' share of their retirement contribution is deducted with pre-tax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

6.1 HOURS OF WORK (This Section shall replace, in its entirety, section 6.1 in the miscellaneous SEIU agreement)

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

Within the hours of operation, changes in the days or hours of the regular work schedule of an employee shall be posted at least seven (7) days in advance. No advance notice to employees by the City of schedule changes will be required when changes occur as a result of work-related emergencies,

i.e., multiple sicknesses, disabilities or injuries; or staff shortage occurring less than seven days in advance or due to unplanned changes in school operations or schedules beyond the control of the City.

6.2 STAFF DEVELOPMENT / TRAINING DAYS (A comparable section does not exist in the Miscellaneous SEIU agreement)

Effective July 1, 1995, four (4) days of staff development/preparation will be provided per fiscal year.

The scheduling of these days during the fiscal year will be accomplished through the recommendation of the Child Care Center Directors and approval of the Recreation Supervisor for the Child Care Program.

6.4.1 ACCRUAL LIMIT (This Section shall replace, in its entirety, section 6.3.1 in the Miscellaneous SEIU agreement)

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

6.6 TEMPORARY PROMOTIONS (A comparable section does not exist in the Miscellaneous SEIU agreement)

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

6.8.1 CPR/FIRST AID TRAINING (A comparable section does not exist in the Miscellaneous SEIU agreement)

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

6.8.4 CHILD CARE DIVISION EMPLOYEE PROGRAM DISCOUNT (A comparable section does not exist in the Miscellaneous SEIU agreement)

All Child Care Division staff with children enrolled in any City of San Rafael Child Care Division program will receive a 50% discount on program fees based on their level of enrollment. All policies regarding admission and attendance in the Child Care Program will continue to apply to Child Care staff in accordance with the Child Care Division Parent Handbook and Child Care Staff Handbook.

The provisions of this agreement shall remain in force and effect until the parties negotiate a successor agreement for the Miscellaneous and Supervisory bargaining unit, expiring June 2024. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

This agreement shall be effective on the first full pay period following approval by the City Council.

For the City:

Angela Nicholson — Jul 17, 2023
Angela Nicholson (Jul 17, 2023 20:32 PDT)
Angela Nicholson — Date
Chief Spokesperson

CRAIG VERAMAY — Jul 17, 2023
Craig Veramay — Date
City of San Rafael

Alissa Marie Curtin — Jul 17, 2023
Alissa Curtin — Date
City of San Rafael

For the Union:

Joel Evans-Fudem — Jul 13, 2023
Joel Evans-Fudem — Date
SEIU, Field Representative

Jana Blunt — Jul 13, 2023
Jana Blunt (Jul 13, 2023 10:28 PDT)
Jana Blunt — Date
SEIU, Field Representative

Jul 13, 2023
Trisha Cerutti (Jul 13, 2023 13:39 EDT)
Trisha Cerutti-Saylors — Date

Gabriela Farias — Jul 17, 2023
Gabriela Farias (Jul 17, 2023 12:43 PDT)
Gabriela Farias — Date

Jocelyn Hallroan — Jul 17, 2023
Jocelyn Hallroan (Jul 17, 2023 12:47 PDT)
Jocelyn Hallroan — Date

SEIU-San Rafael Reopener Agreement FINAL 7.10

Final Audit Report 2023-07-18

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