

RESOLUTION NO. 37/2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN
OF CORTE MADERA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2024**

WHEREAS, the representatives of the Town of Corte Madera and Service Employees International Union Local 1021, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, they have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Council of the Town of Corte Madera, that the Town Council does hereby approve and accept the Memorandum of Understanding between the Town of Corte Madera and Service Employees International Union Local 1021 which is attached hereto and incorporated herein by reference as though fully set forth.

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly and regularly adopted by the Town Council of the Town of Corte Madera of Marin County at a regular meeting thereof held on July 20, 2021, to wit:

AYES, and in favor thereof, Councilmembers: Beckman, Casissa, Lee, Mongan, Ravasio

NOES, Councilmembers: - None -

ABSENT, Councilmembers: - None -



Fred Casissa, Vice Mayor

ATTEST:



Rebecca Vaughn, Town Clerk

MEMORANDUM OF UNDERSTANDING

between

TOWN OF CORTE MADERA

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
1021, AFL-CIO**

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 endeavored to reach 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 Corte Madera Town Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2021 and ending June 30, 2024.

Section 1. Recognition

1.1 Union Recognition

Service Employees International Union 1021, AFL-CIO, hereinafter referred to as the "Union," is recognized as the majority employee organization for the Public Service Employees Unit comprised of those classifications listed in Section 4, certified pursuant to Resolution No. 1567 adopted by the Town Council on March 4, 1974.

1.2 Town Recognition

The Town Manager, or any management representative duly authorized by the Town Manager, is the representative of the Town of Corte Madera, hereinafter referred to as the "Town," in employer-employee relations as provided in Resolution No. 1567 adopted by the Town Council on March 4, 1974.

Section 2. Union Security

2.1 Union Membership Dues

The Town shall honor an employee's check-off authorization for dues, COPE or other Union sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

Deductions for dues, COPE or other Union-sponsored program shall start the first full pay period after the Town receives notification of the authorization. The Town shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the Town. The Town shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions. Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues. The Town shall honor any changes to membership dues deduction amounts provided by the Union. The Union shall not be required to provide the Town a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify, defend, and hold the Town harmless against any claims made and/or any suit against the Town which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

The Town shall produce to SEIU Local 1021's Membership Department every thirty (30) days, on a regular ongoing basis, a malleable electronic file containing the following information for all current employees covered by this Agreement: Full Name (first, middle, last, suffix); Employee Number (if the Town adopts Employee numbers); Job Title; Department; Telephone numbers, including personal cellphone, home phone and work phone; Personal email address as provided by the employee; Home Address; Pay Rate; Pay Status.

2.2 Union Notification

The Town shall notify the Union of a new employee's expected first day of work at least then (10) calendar days in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Town's operations that was not reasonable foreseeable. In addition, the Town shall provide the Union an electronic list of new employees with their contract information at least three days in advance of their expected first day at work. A representative of the Union shall be permitted to meet with new employees within 10 days from their start date.

2.3 Use of Bulletin Boards

The Union may use portions of the Town bulletin boards designated by the Town Manager or his/her representative for communications having to do with official Union business provided such use does not interfere with the needs of the department. All

materials must be dated and must identify the organization that published them. Materials which the Department Head considers objectionable will not be posted. In instances where the Department Head denies posting, the Union may appeal such denial to the Town Manager.

2.4 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Any representative shall give notice to the Department Head or his/her representative when contacting employees during the duty period. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

2.5 Use of Town Facilities

The Union may, with the prior approval of the Town Manager, be granted the use of Town facilities for meetings of Town employees provided space is available, and provided further such meetings are not used for organizing activities or membership drives of Town employees.

2.6 Employee Representatives for Grievances

The Union may designate a reasonable number of Town employees as employee representatives to assist in the handling of grievances. The Union shall notify the Town Manager in writing of the individuals so designated.

The employee representative may be relieved from his/her assigned work duties by his/her supervisor to investigate and process grievances initiated by other employees within the same work area. The use of time for this purpose shall be reasonable and shall not interfere unduly with the performance of services as determined by the Town.

Whenever an employee is required to meet with a supervisor or other management official and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have an employee representative present upon request. It is not the intention of this provision to allow the presence of an employee representative during the discussion of an employee's performance evaluation.

2.7 Attendance at Meetings

The Union may select employee members to attend scheduled meetings with Town representatives on subjects within the scope of representation during regular work hours without loss of compensation. The Union shall submit the names of the employee representatives to the Town Manager in advance of such meetings and the employee representative shall obtain approval from his/her supervisor prior to leaving his/her work area. The use of official time for this purpose shall be reasonable and scheduled by Town management in a manner consistent with operating needs and work schedules. Except by agreement with the Town Manager, the number of employees excused for such purposes shall not exceed three (3).

2.8 Advance Notice

Except in cases of emergency as provided below, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Town and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Town may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

Section 3. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, or legitimate Union activities against any employee or applicant for employment by the Union or by the Town or by anyone employed by the Town, and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

Section 4. Performance Pay Plan

4.1 Salaries

2% Salary Increase

First Pay Period after July 1, 2021

Classification	Minimum	Step 2	Mid Pt	Step 4	Maximum
<i>Equipment Mechanic*</i>	34.59	36.32	38.14	40.04	42.05
<i>Maintenance Worker*</i>	28.63	30.06	31.56	33.14	34.80
<i>Senior Maintenance Worker*</i>	31.44	33.01	34.66	36.39	38.21

3% Salary Increase

First Pay Period after July 1, 2022

Classification	Minimum	Step 2	Mid Pt	Step 4	Maximum
<i>Equipment Mechanic*</i>	35.63	37.41	39.28	41.25	43.31
<i>Maintenance Worker*</i>	29.49	30.96	32.51	34.13	35.84
<i>Senior Maintenance Worker*</i>	32.38	34.00	35.70	37.48	39.36

3% Salary Increase

First Pay Period after July 1, 2023

Classification	Minimum	Step 2	Mid Pt	Step 4	Maximum
Equipment Mechanic*	36.70	38.53	40.46	42.48	44.61
Maintenance Worker*	30.37	31.89	33.48	35.16	36.92
Senior Maintenance Worker*	33.35	35.02	36.77	38.61	40.54

4.3 Longevity Pay

Effective the first pay period after July 1, 2018, employees who have completed fifteen consecutive years of service (192 months) with the Town shall be eligible for longevity pay of 1.0% of base salary.

4.4 Application of Wage Rates

Employees shall be assigned a salary or wage by the Town Manager within the range established for the appropriate position. The minimum rate generally shall be assigned to employees upon original appointment; however, the Town Manager may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

4.5 Advancement Within Salary Range

Salary advancement shall be only at the recommendation of the Department Head and approval of the Town Manager and shall be based on merit as established by record of the employee's performance. The Department Head shall discuss the employee's performance and possible salary advance with the employee's immediate supervisor, if any, prior to finalizing the recommendation.

No salary advancement shall be made so as to exceed any maximum rate established in the Performance Pay Plan for the employee's position nor be automatic merely upon completion of a specified period of service.

Employees who have performed at satisfactory levels in a given classification for a period of twelve (12) months of continuous service after initial appointment shall be eligible for advancement to next higher salary step in the salary range for the classification. Such salary advancement shall be approximately five percent (5.0%). The amount of salary advancement within the ranges described above shall be at the sole discretion of the Town Manager and not subject to the grievance procedure.

Continued satisfactory performance is required to maintain any salary increases above the initial increase. Where an employee is reduced in salary for disciplinary reasons (as opposed to not maintaining satisfactory performance) such disciplinary action is subject to the grievance procedure.

An employee's performance will be evaluated at least every twelve (12) months until he/she is receiving the maximum rate for the classification at which time performance evaluations may occur annually. Only performance evaluations which have been

designated as "salary review" performance evaluations will be utilized to advance an employee through the salary range. Although performance evaluations are not subject to the grievance procedure, the employee may request that the Town Manager review the evaluation.

4.6 Salary After Promotion or Demotion

When an employee is moved from one class to a class with a higher maximum salary (promotion), he/she shall be appointed at the minimum step of the salary range in the new class or receive a five percent (5%) increase above the salary rate the employee was receiving, whichever is higher; provided, however, that the salary rate received does not exceed the maximum rate for such higher class.

When an employee is moved from one class to a class with a lower maximum salary (demotion), the employee shall be placed at the rate of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

4.7 Retroactive Pay

Retroactive pay shall be rendered to employees who are employed by the Town on the date this Memorandum of Understanding is adopted. Former employees who have left the Town's employment prior to that date shall not be eligible for any retroactive pay.

4.8 Flexible Staffed Classification

The Town will explore the possibility of flexibly staffing the Maintenance Worker and the Senior Maintenance Worker classification.

Section 5. Probationary Period

5.1 Duration

All original and promotional appointments shall be tentative and subject to a probationary period of one (1) year actual service. Individual probationary periods may be extended with good cause upon request of the Department Head and concurrence of the Town Manager; provided, however, that no probationary period shall exceed eighteen (18) months.

During the original probationary period, or any extension thereof, an employee may be terminated at any time by the appointing power without the right of appeal in any manner. Notification of termination in writing shall be served on the probationer and a copy filed with the Town Manager.

5.2 Promotional Probation

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed unless charges are filed and he/she is discharged.

Section 6. Personnel Files

An employee or, on presentation of written authorization from the employee, an employee's representative, shall have access to the employee's personnel file upon request during the Town's normal working hours. At or before time of placement in their personnel file, employees shall be given a copy of all letters or memoranda concerning the employee's job performance which is to be placed in the employee's permanent personnel record.

Employees may request in writing to the Town Manager that disciplinary letters, warnings or other items be removed from their personnel file. The Town Manager will consider such requests on their merits and notify the employee in writing of his/her decision. The Town Manager's decision shall be final and not subject to the grievance procedure contained herein.

Section 7. Hours of Work

The standard workweek for employees occupying full-time positions consists of forty (40) hours unless otherwise specified by the Town Council.

The Town shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the Town. The present schedule of days and hours shall continue under the terms of this Memorandum of Understanding; provided, however, if the Town's operation requires a change in schedule (other than in cases deemed to be an emergency by the Department Head), the employees to be affected and the Union shall be given at least seven (7) days' advance notice of the change.

When an employee requests that the Town adjust the hours of work for the employee in consideration of the employee's personal needs, the Town may, in its sole discretion, accommodate the employee to the extent the Town deems it possible to do so.

Section 8. Overtime

8.1 Authorization

All compensable overtime must be authorized by the Department Head or designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

8.2 Definition

Any authorized time worked in excess of the forty (40) hour weekly work schedule, or in excess of eight (8) hours per day or the standard workday (whichever is greater) shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Compensatory time off may be taken in lieu of pay at time and one-half with the prior approval of the Department Head. Said time off shall not be allowed to accumulate in excess of forty (40) hours without the employee obtaining written approval of the Department Head and in no case shall the amount of time exceed a maximum of eighty (80) hours.

Overtime shall be compensated to the nearest quarter (1/4) hour.

Employees shall not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

Whenever it is necessary for an employee to work overtime in excess of four (4) consecutive hours, the Town shall reimburse the receipted cost of a meal, up to Twenty (\$20.00), consumed in proximity to the overtime work. If the employee resumes work following the meal, time spent consuming the meal will be considered time worked.

An employee who is required to work overtime at the end of his/her regular work shift shall be paid at the overtime rate of pay until the employee is relieved from duty for a period of not less than eight (8) hours.

8.3 Call Back

An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Public Works/Sanitation personnel who are assigned to standby duty and who are recalled to work on Christmas Day and/or Thanksgiving Day shall be paid a minimum of two (2) hours' pay at the rate of two (2) times their regular rate of pay and shall be paid at such rate for all hours actually worked.

8.4 Standby Pay - Public Works/Sanitation Personnel

An employee who is assigned to standby duty shall receive two (2) hours pay for each weekday and four (4) hours pay for each holiday or weekend day at the employee's regular straight-time rate of pay or \$12.50 per hour, whichever is greater.

Standby pay shall not be credited toward the accumulation of hours for the purposes of computing overtime pay.

8.5 Compensatory Time Off

Compensatory time off may be taken in lieu of pay at time and one-half with the prior approval of the Department Head. Said time off shall not be allowed to accumulate in excess of forty (40) hours without the employee obtaining written approval of the Department Head and in no case shall the amount of time exceed a maximum of eighty (80) hours.

With the approval of the employee's Department Head, an employee may request to cash out their compensatory time off balance or a portion of their compensatory time off balance no more than twice a year. The minimum amount of compensatory time off an employee may request to cash out is 10 hours.

Section 9. Pay for Temporary Assignment to a Higher Classification

When an employee has been appointed temporarily to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such higher classification for more than ten (10) consecutive working days, he/she shall be entitled to a five percent (5%) increase in salary starting on the first (1st) workday and continuing during the period of temporary assignment. Such appointment shall be in writing by the Department Head in advance of the beginning date of the temporary appointment, if possible.

Section 10. Health and Welfare & Retirement Plans

10.1 Hospital-Medical Dental Care-Life Insurance

During the term of this contract the Town intends to convert to a flexible benefit plan structure to accommodate the tiered retiree medical benefit provision.

Under the Flexible Benefit Plan the Town's monthly contribution for the individual employee and the employee's eligible dependents shall be One Hundred and Eight dollars (\$108.00) per month effective January 1, 2011 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the Town shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account.

The Town shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components:

- Employee Only: The Marin Kaiser rate for Employee only, less PERS required MEC
- Employee plus one: The Marin Kaiser rate for Employee plus one, less PERS required MEC
- Employee plus two or more: The Marin Kaiser family rate less PERS required MEC

An employee may use any benefit allowance stated above toward the cost of employer-provided PERS Health insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

Any Employee that enrolls in a Medical Plan that has a higher premium than the Town's contribution, as stated above, will pay the difference via pre-tax payroll deductions.

The Town shall contribute an amount necessary to pay the full cost for the existing dental insurance and Twenty Thousand Dollars (\$20,000) term life-accidental death and dismemberment insurance, and One Thousand Dollars (\$1,000) dependent's life

insurance supplement.

Either party may reopen the MOU for the sole purposes of meeting and conferring regarding the potential implementation of an alternative dental plan by providing the other party written notice. This provision will sunset on September 30, 2015.

10.2 Retirement Plan

Effective July 11, 2011, the Town's Eighty Dollar (\$80.00) per month contribution towards the employee's PERS contribution shall be eliminated.

Employees shall participate in the PERS Retirement Tax Deferral Plan as authorized under Section 414 (h) (2) of the Internal Revenue Code. All employee contributions made on behalf of the Town shall be made pursuant to Internal Revenue Code Section 414(h)(2):

- Effective July 11, 2011 the employee shall pay 1.5% of the Town's required contribution towards PERS.
- Effective July 9, 2012 the employee shall pay 1.5% of the Town's required contribution towards PERS for a total of 3.0%.
- Effective July 8, 2013 the employee shall pay 1.5% of the Town's required contribution towards PERS for a total of 4.5%.

The Town has amended its contract with the Public Employee's Retirement System (PERS) to provide for the 2.5% at 55 Retirement program.

The 2.5% @55 Retirement benefit shall also include the following options:

- a. Section 20965 (Credit for Unused Sick Leave).
- b. Section 20042 (One-Year Final Compensation).
- c. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
- d. Section 21574 (Fourth Level 1959 Survivor Benefits).
- e. Section 21580 (1959 Survivor Benefits to Surviving Spouse at Age 60).
- f. Section 21635 (Post-Retirement Survivor Allowance to Continue After Remarriage).
- g. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members only.

Effective with the implementation of 2.5% @ 55 Retirement program, the employee contribution rate shall increase to 8.0%. The employee is responsible to pay the increased employee contribution.

For employees hired after December 31, 2012, who are not "Classic Members" the contract between the Town of Corte Madera and the Public Employees Retirement System (PERS) which provides retirement benefits for eligible employees, shall be modified to provide the following benefits:

- Retirement Formula – 2.0% at 62
- Final Compensation Average – 3 Years
- Unused Sick Leave Credit
- The employee contribution shall be done in accordance with Government Code

Section 7522.30.

10.3 Wellness Benefit

The Town shall reimburse employees a maximum of \$1500 per year per employee for approved health and wellness expenses. Employees may request reimbursement or direct payment to the service provider.

Eligible expenses shall include:

- Fitness Classes
- Foot Race or Bicycle Race Fees
- Health and Wellness Education
- Health Club Membership
- Park Passes
- Personal Training
- Physical Fitness Products and Equipment
- Smoking Cessation Programs
- Weight Reduction Programs

10.4 Vision Care

The Town will make the necessary arrangements to allow employees to purchase, on a payroll deduction basis, at the sole and entire expense of the employee, Vision Care insurance. It is understood and agreed that it may be necessary for all representation unit employees to participate in such Vision Care insurance program in order for such insurance program to be offered. The Town does not guarantee either the continued availability of any specific insurance program or the premium rate thereof.

10.5 Long Term Disability

The Town will make the necessary arrangements to allow employees to purchase Long Term Disability insurance. The Town does not guarantee either the continued availability of any specific insurance program or the premiums rate thereof.

10.6 Retiree Medical

New Employees (hired or rehired after July 1, 2011) – The Town's retiree medical contribution shall be limited to the PERS Minimum Employer Contribution (MEC).

Effective July 12, 2021, in addition to the MEC, the Town shall make the contributions to a Retirement Health Saving Account (RHSA) in accordance with the table below for employees hired or rehired after July 1, 2011:

Years of Service	Town Contribution
0 – 1	No contribution
beginning of 2nd – 10	\$1,200 annual
beginning of 11th +	\$1,500 annual

Employees hired and continuously employed by the Town before July 1, 2011 shall receive a retiree medical benefit in accordance with the following table:

Family Status	Town Contribution
Employee only	Marin Kaiser Employee Only less MEC
Employee + one	Marin Kaiser Employee + One less MEC
Family	Marin Kaiser Employee + One less MEC
Medicare Eligible Employee Only	Medicare Eligible Marin Kaiser Employee Only less MEC
Medicare Eligible Employee + One	Medicare Eligible Marin Kaiser + One less MEC
Medicare Eligible Family	Medicare Eligible Marin Kaiser + One less MEC

Section 11. Holidays

11.1 Benefit

Regular and probationary full-time employees shall be entitled to take the following authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day:

- | | |
|----------------------------------|--------------------------------------|
| (1) January 1 | New Year's Day |
| (2) Third Monday in January | Martin Luther King's, Jr's, Birthday |
| (3) February 12 * | Lincoln's Birthday |
| (4) Third Monday in February | Washington's Birthday |
| (5) Last Monday in May | Memorial Day |
| (6) July 4 | Independence Day |
| (7) First Monday in September | Labor Day |
| (8) Second Monday in October * | Columbus Day |
| (9) November 11 | Veterans Day |
| (10) Fourth Thursday in November | Thanksgiving Day |
| (11) Fourth Friday in November | Day after Thanksgiving |
| (12) December 25 | Christmas Day |
| (13) Floating Holiday | |

* These holidays shall all be considered floating holidays and may be taken off on the date of the holiday or subsequent to the date of the holiday with prior approval of the Department Head.

Such floating holidays must be taken during the fiscal year in which the holiday was earned, and if not taken, shall be forfeited. Employees must be in a pay status at the time the Lincoln's Birthday and Columbus Day holidays occur in order to have earned such holidays.

11.2 Additional Holiday

In addition to those thirteen (13) holidays listed above, regular and probationary full-time employees shall be entitled to take an additional paid holiday which shall be either the day before Christmas or the day before New Year's, the selection of which shall be by mutual agreement between an employee and his/her Department Head, it being understood that Town Hall and Town services are available to the public during this period on a full-time basis.

11.3 Floating Holiday

The floating holiday shall be credited to each regular and probationary employee employed by the Town on July 1 of each year, or at the time of hire if after July 1 and prior to December 31 of that fiscal year. Such floating holiday must be taken during the fiscal year in which credited and if not taken, shall be forfeited. If an employee leaves Town employment prior to taking such holiday, he/she shall be paid for such unused holiday.

11.4 Exchange of Designated Holidays for Floating Holidays

Lincoln's Birthday and Columbus Day shall be considered floating holidays and may be taken off on the date of the holiday or subsequent to the date of the holiday (i.e., February 12 and the second Monday in October, respectively) with prior approval of the Department Head.

Such floating holidays must be taken during the fiscal year in which the holiday was earned and if not taken, shall be forfeited. Employees must be in a pay status at the time the Lincoln's Birthday and Columbus Day holidays occur in order to have earned such holidays for use, retirement, and separation purposes during the current fiscal year.

11.5 Holidays on Saturday or Sunday

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed.

11.6 Work on a Holiday

Except as modified by the provisions of Sections 8.3 and 8.4 of this Memorandum of Understanding, any regular or probationary full-time employee who is required to work on any of the holidays specified in Section 11.1 shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours actually worked on such holiday and shall receive additional pay in lieu of holiday pay to be taken in either time off or pay at the straight-time rate. Compensatory time off for the overtime worked may be taken in lieu of pay at time and one-half with the prior approval of the Department Head.

Section 12. Vacations

12.1 Vacation Allowance

Regular and probationary full-time employees shall be entitled to vacation leave as follows:

<u>Length of Continuous Service</u>	<u>Days of Vacation Per Year</u>	<u>Hours Accrued Bi-Weekly</u>
First year of service	10 days	3.08 hours
2 year through 5 years *	12 days	3.70 hours
6 years through 10 years	15 days	4.62 hours
11 years through 19 years	20 days	6.16 hours
20 or more years	21 days	6.46 hours

After six (6) months of continuous service, employees shall be eligible to use the vacation leave actually accrued.

12.2 Vacation Accumulation

No employee shall be allowed to have an accumulation of more than two hundred and sixty (260) hours of vacation accrual to his/her credit at any one time unless prior special arrangements have been made with the Department Head and approved by the Town Manager.

12.3 Vacation Scheduling

The time during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head with due regard for the wishes of the employee and the needs of the Town. Vacation scheduling shall be done in accordance with the following:

1. One person from each crew would be able to be off on vacation/compensatory time at any given time subject to operational needs and/or emergency.
2. An additional person from each crew may be off on vacation/compensatory time if approved by Management. When approving an additional person off, Management will at least consider the following:
 - a. Operational need
 - b. Staffing levels (sick leave, worker's compensation, retirement and vacancies).

12.4 Holiday During Vacation

A vacation period assigned to an employee, by prior arrangement with the employee and with due regard for his/her preference the Town may extend the vacation period by the length of the paid holiday or may return to the employee's vacation leave balance the length of the paid holiday.

12.5 Vacation Pay at Termination

An employee shall be paid for his/her accrued vacation upon resignation (after giving two (2) weeks' written notice) or upon separation by any other method except dismissal for fraud or other act as a result of which the employee owes the Town money.

Section 13. Sick Leave

13.1 Accrual

Sick leave, with pay, shall be allowed for all full-time regular and probationary employees only in case of necessity and actual personal sickness or disability and for necessary medical and dental appointments. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period of service which equates to one (1) workday for each calendar month of service.

13.2 Usage

In order to receive compensation while absent on sick leave as provided above, the employee shall make every effort to notify his/her immediate supervisor in advance of

the starting time, but in no event later than thirty (30) minutes after the time set for beginning his/her daily duties. An employee taking sick leave may be required to file a physician's certificate or other proof of illness with the Town Manager. For purposes of computing sick leave, one (1) workday shall be considered as eight (8) working hours.

13.3 Accumulation

Unused sick leave shall be accumulated at the rate of 3.7 hours for each bi-weekly period of service. An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using his/her previously earned sick leave. An employee who is on leave without pay for a period exceeding thirty (30) days shall not accumulate sick leave credit. In no event shall sick leave benefits be convertible to cash bonus.

13.4 Holidays During Absence on Sick Leave

In the event that one or more Town holidays falls within a period of an employee's illness while on paid sick leave, such holiday shall not be charged against the employee's sick leave balance.

Section 14. Leaves of Absence

14.1 Job Incurred Illness or Injury Leave

Any regular full-time employee of the Town who has suffered a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, shall be entitled to disability leave while so disabled as follows:

(1) Full pay for the first day on which the employee is injured or becomes ill.

(2) During the next five (5) workdays of disability, the employee may utilize unused sick leave integrated with Workers' Compensation payments.

(3) If the disability extended beyond the five (5) workdays specified in (2) above, the employee shall be entitled to disability leave while so disabled without loss of compensation for the continuing period of disability to a maximum of sixty (60) calendar days. Said sixty (60) day period shall not apply if an employee has a recurrence of a specific illness or injury or suffers an injury or illness directly related to a prior illness or injury. (For example, if an employee suffers a job related back injury, is released to return to work after a recovery period, and is unable to work at full capacity because of his/her back pain or re-injures his/her back while performing work, said employee would be paid for the last day worked and thereafter any pay would be deducted from his/her sick leave balance, if any.)

(4) If the employee's disability caused by illness or injury arising out of and in the course of his/her employment extends beyond the sixty (60) calendar days described in (3) above, the employee may integrate his/her unused sick leave with

the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

During the period the employee is paid by the Town, the employee shall endorse to the Town any benefit payments received as a result of Workers' Compensation insurance coverage. The Town reserves the right to withhold payment of any disability benefit until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

14.2 Bereavement Leave

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days for each leave unless extended by the Town for good cause. In no event shall bereavement leave be granted in excess of five (5) regular working days in any one (1) fiscal year. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, sick leave, or layoff. "Immediate family" includes father, mother, brother, sister, spouse, spouse's parents, step parents, child of the employee or spouse, grandparent/grandchildren of the employee or spouse. At the request of the Town, the employee shall furnish a death certificate and proof of relationship.

Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

The employee may request to use accrued vacation and compensatory time off if he/she desires to extend such leave.

14.3 Family Illness Leave

A maximum of five (5) days of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness or disability of members of his/her immediate family as defined in Section 14.2. An additional five (5) days may be taken each calendar year for attending/care of a family member recovering from major surgery, pregnancy, childbirth or complications associated therewith. In each such case, leave shall be granted by the Department Head when, in his/her opinion, the relationship of the sick or disabled person to the employee and the specific circumstances warrant such use of accumulated sick leave.

14.4 Personal Leave

The Town Manager may, upon written request of an employee and due consideration of the circumstances, grant a leave of absence without pay for personal reasons, including parental purposes. Upon expiration of an approved leave, the employee shall be returned to duty in an equivalent position and at the salary received at the time leave was granted. Failure on the part of an employee on leave to report for duty at its expiration shall be cause for discharge. The time the employee is on a leave of

absence without pay shall not be credited toward length of service in computing sick leave or vacation eligibility.

14.5 Jury Duty

An employee required for jury service shall be entitled to the difference between jury duty pay and his/her regular straight-time rate of pay during such period of time. In order to receive compensation while absent on jury duty, the employee shall notify his/her immediate superior in advance that he/she has been selected as a juror and the probable duration of the jury duty if known. Days of jury duty and all fees paid shall be verified by the court official responsible for issuing checks in payment of jury service.

14.6 Family Medical Leave Act

Family medical leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. Requests for family leave are to be submitted to the appropriate Department Head for review and to the Town Manager for approval. Employees may be required to use appropriate accrued and unused vacation leave and/or compensatory time before going on a leave without pay status. To be eligible for family leave an employee must have worked continuously for the Town of Corte Madera for at least twelve (12) months and worked at least 1250 hours within that period.

Family leave may be used in accordance with the law; for the birth of a child or placement of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. An eligible employee will be entitled to up to twelve (12) weeks of unpaid leave of absence, which need not be consecutive, subject to the conditions indicated herein. During such approved leave time the Town will continue to provide paid Medical benefits.

Section 15. Reduction in Force and Reemployment

15.1 Layoff Procedure

Whenever in the judgment of the Town Council it becomes necessary in the interest of economy or efficiency or in the interest or mandate of the public, the Town Council may abolish any position or employment in the competitive service; and the employee holding such position or employment may be laid off.

Layoffs shall be by job classification according to reverse order of seniority as determined by total full-time employment with the Town. An employee occupying a higher classification, whose position is eliminated, may elect to displace an employee in a lower classification provided that the two classifications are in the same general family of jobs and responsibilities, that the basic qualifications of the lower position are met by the employee electing to fill the lower classification, and that the employee has more total Town service than the displaced employee.

All effort will be made by the Town Manager to transfer any employee who is to be affected by a layoff to another vacant position for which such employee may qualify.

15.2 Notice of Layoff

Employees to be laid off and the Union shall be given at least thirty (30) calendar days' notice prior to layoff.

15.3 Reemployment

The names of regular and probationary employees who are laid off or demoted in lieu of layoff shall be placed upon reemployment lists for one (1) year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made. Placement on the reemployment list for a given class shall be in the reverse order of layoff from the class, i.e., the last person laid off shall be first on the list, the second to last person laid off shall be second, and so on. Such reemployment list(s) shall take precedence over all other employment lists for the same classifications when vacancies are to be filled. Persons appointed to permanent positions of the same or similar classifications as that from which laid off or demoted shall, upon such appointment, be dropped from the list(s).

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of the acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to reemployment and be removed from the reemployment list. Whenever a person is unavailable for reemployment, the next person who is eligible on the reemployment list shall be offered reemployment in the same manner and under the same conditions as above.

Permanent employees reappointed to the class from which laid off or demoted will not be required to undergo a new probationary period. Employees who had not completed their probationary period in the class from which laid off or demoted shall upon reappointment to such class:

- (1) Serve the remainder of the probationary period if at the time of layoff or demotion the employee completed six (6) or more months of the probationary period; and,
- (2) Start a new probationary period if at the time of layoff or demotion the employee completed less than six (6) months of the probationary period.

Former employees appointed from a reemployment list shall receive a rate of pay at least equal to the rate received at the time of layoff (provided such rate does not exceed the maximum rate established for the class) and shall be restored all rights accorded prior to being laid off such as credit for years of service, for vacation, and for sick leave. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

Section 16. Discipline and Pre-Disciplinary Procedures

16.1 Policy

The Town manager may suspend, demote, reduce in pay or discharge any permanent employee for cause.

16.2 Procedure

Prior to any discharge, demotion or suspension of five (5) days or more, the pre-disciplinary procedures set forth herein shall be followed. In such procedures a permanent employee may be joined in representation by the Union or another person.

(1) Written Notice

Written notice of the proposed disciplinary action shall be given to the employee and a copy sent to the Union. Such notice shall include the charges being considered. The employee and the Union shall be given copies of the documents or materials upon which the proposed disciplinary action is based.

(2) Employee Response

Within five (5) days of the notice of proposed action, the employee or his/her representative shall have the right to respond orally or in writing, or both, at the employee's option, to the management personnel concerning the proposed action.

16.3 Temporary Leave with Pay

Notwithstanding the provisions of this section and upon the recommendation of the supervisory personnel, the Town Manager may approve the temporary assignment of a permanent employee to a status of leave with pay pending an investigation or hearing as may be required to determine if the proposed disciplinary action is to be taken.

16.4 Appeal

A permanent employee may appeal a discharge or suspension of five (5) days or more, to the Town Manager, in writing within five (5) days of the imposition of the disciplinary action. The Town Manager may amend, sustain or withdraw the recommended disciplinary action.

Section 17. Grievance Procedure

17.1 Definition

A grievance is any dispute which involves the suspension, discharge, disciplinary pay reduction or demotion of an employee or the interpretation or application of any provision of this Memorandum of Understanding. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

17.2 Procedure

A grievance shall be filed according to the following procedures:

(1) Immediate Supervisor. Any employee who believes that he/she has a grievance may, within five (5) working days of the event giving rise to the grievance, present the grievance informally either orally or in writing to the immediate supervisor. Grievances not presented within the time period shall be deemed to be waived and the event giving

rise to the grievance shall remain unaltered in any respect. The supervisor shall meet with the grievant to settle the grievance and if not resolved orally, give a written answer to the grievant within ten (10) working days from the receipt of the grievance by the supervisor. When the immediate supervisor is also the Department Head, the grievance shall be presented directly as provided in Section 17.2(2) below.

(2) Department Head. If the grievance is not resolved with the immediate supervisor, the grievant may, within five (5) working days from receipt of the supervisor's answer, forward the grievance in writing to his/her Department Head for consideration. If the grievance is not submitted within five (5) working days from the date of receiving the decision from the immediate supervisor, such decision shall be final and binding.

Answer to the grievance shall be made in writing by the Department Head, after conferring with the grievant, within ten (10) working days from receipt of the grievance.

(3) Town Manager. Any grievance which has not been resolved by the procedures set forth above may be referred to the Town Manager by the grievant in writing within five (5) working days from the receipt of the Department Head's answer and the specific issues involved shall be detailed in such referral together with a statement of the resolution which is desired. The Town Manager or his/her personal representative shall investigate the merits of the complaint, meet with the grievant and, if the grievance involves the interpretation or application of any provision of this Memorandum of Understanding and the grievant is not the Union itself, meet also with the officials of the Union which has jurisdiction over the position or positions which will be directly affected by the resolution of the grievance, and to settle such grievance (or, if the personal representative of the Town Manager, to make recommendations thereon to the Town Manager) within twenty (20) working days following the meeting(s).

(4) Town Council. Any grievance which has not been resolved by the procedures set forth above may be appealed in writing to the Town Council within five (5) working days from the receipt of the Town Manager's answer. Upon receipt of an appeal, the Town Council shall discuss the grievance with the employee, the employee's representative, if any, and other appropriate persons. The Council may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the Town's attorney to render advice concerning the appeal. Within twenty (20) working days, the Council shall render a formal decision, in writing, to the employee. Such decision shall be final and binding.

17.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the Town to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

17.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially

filed in writing with the Department Head. In such cases no adjustment shall be retroactive for more than fifteen (15) calendar days from the date upon which the complaint was filed.

Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

17.5 Suspension and Discharge Grievances

If the Town Manager or the Town Council in pursuance of the procedures outlined in Section 17.2 (3) or (4) above resolves a grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time.

17.6 No Changes in Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be considered under this Section 17 and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be considered under this Section.

Section 18. No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the Town, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum.

Section 19. Special Provisions

19.1 Rest Periods

The Town's present practice of allowing employees rest periods during the workday shall continue.

19.2 Required Clothing

The Town shall continue to provide shirts to maintenance personnel upon employment with the Town and to replace such shirts when required. The Town shall provide

coveralls if requested. The Town will meet and confer with representatives of the Union prior to any modification of the current practice.

19.3 Tools & Equipment

The Town shall continue to provide the tools and equipment it deems necessary to complete the assigned work.

19.4 Boot Reimbursement

The Town shall reimburse employees in maintenance classifications for the full cost annually for receipted purchase of required steel-toed work boots. Employees will be granted reasonable time off with pay for custom-fitting of such steel-toed work boots, not to exceed three (3) hours. The Town will meet and confer with representatives of the Union prior to any modification of the current practice.

19.5 Safety

Both the Town and the Union shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

The Town shall continue to supply employees with the safety equipment required. All employees shall use Town-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

19.6 New Employees

The Town shall give newly hired employees an informational letter prepared and supplied by the Union; such letter shall be reviewed by the Town Manager in advance.

19.7 Part-time Employees

Part-time employees working twenty (20) or more hours a week shall be eligible for benefits provided for in this Memorandum of Understanding prorated on the basis of the number of hours worked in each week divided by forty (40) hours. Said part-time employees shall not be eligible for these benefits until they have worked one thousand (1,000) hours within a fiscal year (July 1 - June 30). When a part-time employee has worked one thousand (1,000) hours within a fiscal year (July 1 – June 30), he/she will be given vacation and sick leave credit effective from the first pay period in which he/she began accruing the one thousand (1,000) hours worked.

19.8 Automatic Deposit

The Town shall continue to make automatic deposit of paychecks available for employees who wish such service in banks which maintain a branch in the Town of Corte Madera.

19.9 Class B Driver's License

The Town will reimburse all costs associated with obtaining and maintaining a Class B Driver's License for those employees required to have a Class B Driver's License.

Section 20. Educational Reimbursement

The Town will reimburse employee receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the Town. In order to be reimbursed for such costs, the educational program must be approved in advance by the employee's supervisor, and the employee must attain a passing grade of "B" or better. For programs where a passing grade is not provided, presentation of a certificate of completion will be required. Reimbursement will be made for each employee up to Fifty Dollars (\$50.00) per unit/course/program, and up to Three Hundred Dollars (\$300.00) per fiscal year.

Section 21. Past Practices

It is understood and agreed that any benefits and or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the Town and the Union meet and confer pursuant to the provisions of the Government Code Section 3500, et seq., and the Town's Employee Relations Resolution concerning any proposed changes.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the Town and the Association.

Section 22. Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 23. Reopener Clause

23.1 Cell Phones

The Union may request in writing that the MOU between the Town of Corte Madera and SEIU be reopened, no sooner than October 1, 2018, to address employees concerns regarding their personal use of cell phones for Town business.

23.2 Certification Pay

The Union may request in writing that the MOU between the Town of Corte Madera and SEIU be reopened, no sooner than January 1, 2019 to discuss the need to compensate employees for obtaining certifications in the following areas:

- Playground Inspector
- Diver Certification
- Chemical Applicator

The Parties shall collect data on what other agencies provide for certification pay, if any.

Section 24. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

Section 25. Duration

This Memorandum of Understanding shall be effective July 1, 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June, 2024, and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first (1st) day of July, 2021, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 20TH day of July, 2021.

FOR SEIU

Date: 9/10/21

Michael Vioria, Chief Negotiator, SEIU Local 1021



Gary Downing, Union Representative



David Wetteroth, Union Representative



FOR TOWN OF CORTE MADERA

Date: 10/11/21

Todd Cusimano, Town Manager

