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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TOWN OF TIBURON**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021**

**PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the Meyers-Millias-Brown Act, by and between the Town Manager of the TOWN OF TIBURON “the Town” and the Service Employees International Union, SEIU 1021 “the Union” on the fifth day of June, 2024.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the represented employees of the Town of Tiburon and have exchanged freely 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.

The Memorandum of Understanding shall be presented to the Town Council as the joint recommendations of the undersigned for salaries, fringe benefits and working conditions of all represented employees of the Town of Tiburon.

This Memorandum of Understanding and following agreements shall not become effective until approved by the Tiburon Town Council and SEIU 1021.

**Section 1. RECOGNITION**

- 1.1 Union Representation: The employment classifications represented by the Union include: Maintenance Worker and Senior Maintenance Worker.

- 1.2 Dues Deduction: The Town shall, in a single payroll deduction made bi-monthly, deduct the amount of Union Dues or fees as specified by the Union and authorized by each affected employee in accordance with rules and regulations to implement the Employer-Employee Relations Resolution. Said deductions are to be made without fee charged to the Union. The Union agrees to hold the Town harmless from any liability arising from such deduction.
- 1.3 COPE Deduction: The Town agrees to the establishment of a payroll deduction program for voluntary unit member contributions to the Committee on Political Education (C.O.P.E.).

## **Section 2. UNION REPRESENTED EMPLOYEE RIGHTS**

- 2.1 The Union's right to represent its members before the Town Council or advisory boards or commissions or the Town Manager or his/her designee with regard to wages, hours, and working conditions or other matters within the scope of representation.
- 2.2 The right to be given reasonable written notice of any proposed ordinance, rule, resolution, or regulation, or amendment hereto, relating to matters within the scope of representation.
- 2.3 Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Town or established safety or security requirements.
- 2.4 Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and Town Policies, rules, and regulations.

## **Section 3. MANAGEMENT RIGHTS**

The rights of the Town include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this Memorandum of Understanding.

The Town maintains the right to use qualified volunteers or reserves in the Town service, provided such use does not adversely affect wages, hours, and other terms and conditions of employment. Use of said individuals shall be in accordance with State law and regulations.

Nothing contained within this Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

#### **Section 4. NO DISCRIMINATION**

- 4.1 Employment by the Town shall be based upon merit, qualifications and ability. There will be no unlawful discrimination in hiring, promotion, advancement, termination or any other personnel action based on an individual's race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, veteran's status, sexual orientation, age or sex. There shall be no discrimination against any disabled individual solely based on such disability, unless that disability prevents the individual from meeting the minimum standards established for the employment position the applicant seeks.
- 4.2 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.

#### **Section 5. SCOPE OF AGREEMENT**

- 5.1 Term: This Agreement shall be in effect from July 1, 2024, through June 30, 2027.
- 5.2 Procedure for Meet and Confer: The Town, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation. These matters include employee wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

The parties agree to provide notification of their intent to begin negotiations for a successor Agreement no later than March 31, 2027. The parties may modify this date by mutual agreement. Nothing in this section is intended to change, modify, or restrict the parties' legal rights or obligations.

#### **Section 6. EMPLOYEE REPRESENTATIVES**

- 6.1 The Union may by written notice to the Town Manager, designate a member of the unit as an Employee Representative. The Employee Representative shall be permitted reasonable time during regular work hours for Union activities. Total

employee time shall not exceed the equivalent of one hour per week, or a total of fifty-two (52) hours during the fiscal year. The Employee Representative shall secure permission from his/her Supervisor before leaving a work assignment for pertinent Union responsibilities. Such permission shall not be unreasonably withheld.

- 6.2 Employee Representatives may investigate and process formal grievances by employees.
- 6.3 The Union may request that the Town meet and develop a format for Management-Labor meetings and a Memorandum of Understanding orientation meeting.

### **Section 7. CAFETERIA BENEFITS PLAN**

The Town agrees to pay the cost of group dental, life, long term disability, medical and hospital insurance program coverage in amount equal to the Kaiser 2-party and the Delta Dental family rate in effect on January 1 of each year. In addition, for active employees with 2 or more qualifying dependents, the Town will contribute the dollar amount equal to the difference between Kaiser 2-party rate and the Kaiser Employee & 2+ premium rate towards an employee's medical insurance plan. If the full sum specified is not used for the group insurance cost of a given employee, then that amount, not to exceed \$400 per month, shall be deposited into the Town's Deferred Compensation Plan in the employee's name. The additional medical benefit for employees with 2 or more qualifying dependents will not increase the cafeteria allowance or expand eligibility for the deferred compensation contribution of unused cafeteria allowance amounts. The cafeteria allowance will remain equal to the Kaiser two-party rate and the Delta Dental family rate in effect on January 1 of each year. Any part-time employee shall receive a prorated amount of this monthly allowance based on their full-time equivalence.

- 7.1 Medical/Hospital Insurance: The Town of Tiburon offers its employees and their dependents medical/hospital insurance coverage. A full-time employee may choose from the plans offered through the Public Employees Retirement System Health Benefits Division for medical/hospital insurance coverage. If the full sum specified is exceeded for group insurance cost of a given employee and dependents, then that employee shall pay the balance of the monthly cost via payroll deduction. Such insurance is mandatory for all full-time employees unless they can demonstrate compliance with other coverage.
- 7.2 Dental Insurance: The Town of Tiburon offers its full-time employees and their dependents the Delta Dental plan. Such insurance is mandatory for all full-time employees and their dependents, unless they can demonstrate compliance with other coverage.

- 7.3 Life Insurance: The Town of Tiburon offers its full-time employees a \$15,000 life insurance policy. Such insurance is mandatory for all full-time employees.
- 7.4 Disability Insurance: The Town of Tiburon offers its full-time employees long term disability insurance. Such insurance is optional. The current maximum monthly benefit is \$4,000. The Town is agreeable to meet with members of the bargaining unit to determine if they would like to increase this maximum monthly benefit. Any premium increase would be borne by the employee through the cafeteria benefit plan.
- 7.5 Vision Care Insurance: As soon as administratively feasible, the Town will provide and cover the premiums for a vision care program for employees.
- 7.6 IRS 125 Plan: The Town of Tiburon offers its employees the ability to participate in its IRS 125 Plan. Participation is optional.
- 7.7 FMLA & ADA:
- FMLA  
FMLA shall be administered pursuant to applicable federal and state law.
- ADA  
ADA shall be administered pursuant to applicable federal and state law.
- 7.8 Change in Employee Benefits Plans: From time to time, at its option, the Town intends to evaluate the hospital-medical, dental, life, and long-term disability insurance plans currently available to employees to determine if similar or better coverage may be available at a lower cost to the Town. The Town may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the Town meets with the Union to confer on any new plan before it is implemented.

## **Section 8. RETIREMENT PROGRAM**

- 8.1 Scope of Benefits:
- “Classic” Members

For employees hired prior to July 1, 2013, the Town of Tiburon provides the two percent (2%) @ Age 55 CalPERS retirement formula for full-time personnel covered under this Memorandum of Understanding.

Effective July 1, 2011, each member covered under the 2% @ 55 coverage group shall pay their 7% normal member contribution. This employee contribution will be made

pursuant to Internal Revenue Code (IRC) 414(h)(2), which allows the contribution to be made on a pre-tax basis.

Effective July 1, 2015 each employee covered under the 2% @ 55 coverage group shall pay 1% of the Employer's Share of retirement contributions. This employee contribution will be made pursuant to Internal Revenue Code (IRC) 414(h)(2), which allows the contribution to be made on a pre-tax basis.

The Town provides the single highest year retirement calculation for full-time employees hired prior to July 1, 2013.

The Town provides the following additional CalPERS benefit to employees covered under this Memorandum of Understanding.

1. Death Benefits - \$600
2. Unused Sick Leave Service Credit
3. 1959 4<sup>th</sup> Level Survivors Benefits

"New" Members

Employees classified as "new" under PEPRA will be covered by the CalPERS 2% at 62 plan. Employees shall pay at least fifty percent (50%) of the normal Cost of their Plan as calculated annually by CalPERS

The Town provides the following additional CalPERS benefit to employees covered under this Memorandum of Understanding.

1. Death Benefits - \$600
2. Unused Sick Leave Service Credit
3. 1959 4<sup>th</sup> Level Survivors Benefits

8.2 Paid Medical at Retirement: For employees hired prior to July 1, 2011, the Town of Tiburon will make contributions toward a retired employee's medical insurance plan based on the following conditions:

1. The employee must retire directly from employment from the Town of Tiburon and apply to CalPERS for retirement benefits.
2. The retiree's medical allowance is fixed and capped at the Kaiser employee only rate which is in effect at the time of the employee's retirement.
3. The Town's contribution rate is based on the following formula:

- a. Fifty percent (50%) of the Kaiser employee rate at ten (15) years of consecutive service.
- b. Seventy five percent (75%) of the Kaiser employee rate at fifteen (20) years of consecutive service.
- c. One hundred percent (100%) of the Kaiser employee rate at twenty-five (25) years of service.

Employees hired after July 1, 2011 shall not be eligible for this benefit.

8.3 Retirement Health Savings (RHS) Program: Beginning January 1, 2022, or at the first pay period following implementation of a Retirement Health Savings (RHS) program, the Town of Tiburon agrees to contribute \$100 per month per employee toward a Town-sponsored RHS program, subject to the terms of the RHS program. Employees who receive the deferred compensation credit of any dollar amount for unused cafeteria benefits under Section 7.1 or Paid Medical at Retirement under Section 8.2 shall not receive the Town-paid \$100 RHS contribution. Eligible part-time employees shall receive a prorated amount of this monthly allowance based on their full-time equivalence.

### **Section 9. HOLIDAYS**

In accordance with Government Code and the Town Personnel Rules and Regulations, the following holidays shall be observed by the Town:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday of November
Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31
New Year's Day	January 1



Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday of May

## **Section 10. SICK LEAVE**

10.1 Use of Sick Leave: Sick leave may be taken in one-half hour increments for absences from duty made necessary by:

1. Personal illness, caused by factors which are not within the employee's immediate control.
2. Injury not incurred in line of duty, except where traceable to employment other than the Town.
3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relative, or any member of the employee's household, where such leave is approved by the Department Head.
5. Hospitalization of a close relative, or any member of the employee's household.
6. Care of a close relative, or any member of the employee's household who is ill or injured, though not hospitalized.
7. Care of a designated person who is ill or injured. An employee may only designate one person in a 12-month period, and they may designate at the time the Sick Leave is requested.

10.2 Sick Leave Accumulation: Sick leave with pay shall be granted to all full-time employees except as hereinafter provided. An employee shall accumulate one (1) sick leave day per month from date of hire until terminated, or on leave without pay. There is no cap on the amount of sick leave that may be accumulated.

Employees who are absent without pay for any reason more than ten (10) working days during a calendar month, shall not accumulate sick leave for that month.

- 10.3 Holidays During Sick Leave: Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.
- 10.4 Payment for Unused Sick Leave: Employees of this Unit hired before July 1, 2011, may receive payment of 50% of the value of their unused sick leave up to a maximum of 60 days if the following conditions are met:
1. The employee files for service retirement from the Town, and
  2. The employee voluntarily separates from the Town and has at least fifteen (15) years of service with the Town.

Effective July 1, 2011, the cash value of this benefit will be determined based on each employee's hourly rate and number of eligible hours for cash-out purposes (50% of sick leave balance, up to 60 days or 480 hours). This value will be documented and the value capped. This value cannot grow through additional accrued sick leave or through increases in hourly pay rate. Employees with 15 years or more service with the Town may request a cash-out of 60% of the eligible hours (early cash-out option). Should an employee request the early cash-out of 60% of the eligible sick leave hours, they will not be entitled to any further sick leave cash-out upon retirement or separation of employment with the Town. Those hours cashed out will be deducted from the employees sick leave balance. If an employee is not eligible for, or elects not to take, the early cash-out option, they shall be paid the frozen dollar value upon separation of employment with the Town. The only way the frozen dollar amount can be lowered is if an employee has less accrued sick leave hours upon separation of employment than they do on July 1, 2011. For tax planning purposes, should an employee desire to take the early cash out option, they will be allowed to take this payment in either 2011 or in January 2012. For the purpose of providing examples of this section, attached to this MOU is Exhibit "A".

Employees of this Unit hired after July 1, 2011 shall not be eligible for payment of unused sick leave.

- 10.5 Termination of Sick Leave: Sick leave shall automatically terminate on the date of retirement or on the date upon which an ordinary disability allowance under the retirement system becomes effective.
- 10.6 Sick Leave Notification and Proof of Illness: In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties or as may be specified by the Department Head, of the reasons for requiring such. Failure to notify the immediate supervisor may be grounds for denial of such leave with pay.

- 10.7 Proof of Illness: In any request for sick leave with pay for three (3) or more calendar days, the Department Head may require a statement in writing signed by a licensed physician, or the submission of other sustaining evidence that the employee is incapacitated and unable to perform his/her duties. The Town has the right to determine by reasonable means the validity of any sick leave used by any employee at the time.

### **Section 11. LEAVE WITH PAY**

The following conditions provide for leave with pay:

- 11.1 Military Service: Military leave shall be granted in accordance with State and Federal law.
- 11.2 Jury Duty: All employees occupying authorized regular positions shall be allowed paid leave for jury duty upon presentation of jury notice to the Department Head or Town Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the Town, with the exception of mileage reimbursement.
- 11.3 Vacation Leave: All regular employees occupying a position shown in the Annual Salary Program shall become eligible for vacation leave with pay as shown in Section 12 below.
- 11.4 Paid Emergency Leave: In the event that an emergency is declared that impacts Town facilities or operations and results in the closure of any employee's regular work site, employees regularly assigned to work in a closed work site may be required to report to a worksite other than their regular work site to assist in emergency duties or to a non-impacted work site for regular duties at the discretion of the Town. If employees are not assigned to a non-impacted work site or assigned to assist in emergency duties, they shall be granted leave up to 10 days in any calendar year and compensated for their regularly scheduled work day with no adverse effect to the employee. This provision applies to Federal, State, County, or Town declared emergencies or to other non-declared circumstances that result in the closure of Town facilities.
- 11.5 In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty up to five (5) working days and is eligible for three (3) days paid leave which will run concurrently with the five (5) working days unpaid leave per death. Bereavement leave may be used consecutively or in two blocks of time, not to exceed five (5) days in total for a single death. For purposes of this section, immediate family shall be defined by CA code and include biological, step-, inlaw-, foster- relationships. Registered domestic partners shall be equivalent to a spouse and step and foster parent/child relationships which have been equivalent to natural relationships will be treated the same as parents/children. Such leave shall not be charged against

vacation or sick leave which an employee may be entitled to but shall be in addition thereto. Additional time off in excess of five (5) days may be taken by an employee with proper documentation (FMLA/CFRA). Such additional time off is to be charged in the following order: Accumulated sick leave, accumulated compensatory time (if any), accumulated vacation time.

## **Section 12. UNION UNPAID LEAVE**

- 12.1 Union Unpaid Leave: There will be an annual pool of 24 unpaid hours for Union Training. This pool can be requested using the same method as vacation. No more than one employee can utilize this leave at one time. The employee will not suffer any change in benefits during the use of Union Leave.

## **Section 13. VACATION**

- 13.1 Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:
1. First five years service - 1 day per month, or 12 working days per year.
  2. Second five years service - 1-1/2 days per month, or 18 working days per year.
  3. Third five years service - 1-2/3 days per month or 20 working days per year.
  4. 20 years service or more - 1-3/4 days per month or 21 days per year

The yearly vacation leave shall be pro-rated and credited to each employee's account monthly.

- 13.2 Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's daily rate of pay.
- 13.3 Vacation Leave Accumulation: Vacation leave for employees with less than five (5) years service may accumulate up to twenty (20) days and employees with more than five (5) years service may accumulate up to thirty (30) days. Employees who are on leave or suspension without pay for more than ten (10) working days in any calendar month shall not accumulate vacation leave for that month.
- 13.4 Sickness During Vacation Leave: Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and will not be charged against the employee's vacation leave.

- 13.5 Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, who shall approve the time employees may take their vacation.
- 13.6 Employees represented by the Union may use either vacation leave or leave without pay for the purpose of attending Union training. Adequate notice of such leave must be provided to the employee's supervisor.

#### **Section 14. HOLIDAY CLOSURE PROGRAM**

Each year, by August 1st, the Town Manager or his/her designee shall notify the Union as to whether employees of the Town shall be allowed to participate in a Holiday Closure Program between the Christmas Eve and New Year's Day holiday observances. The exact terms of the Holiday Closure Program will also be disclosed at that time. The Union will notify the Town Manager by October 10th of its desire to participate in any potential program.

#### **Section 15. SCHEDULE**

- 15.1 At the time of hire, each employee will be assigned a regular work schedule consisting of no more than 80 hours of work time in each fourteen-day period.
- 15.2 Employees hired before 7/1/2021 will have a regular work schedule that does not include Saturday or Sunday in their work week. Employees hired before 7/1/2021 may be available to work outside of their normally scheduled hours and compensated per MOU Section 17 Overtime.
- 15.3 Employees hired on or after 7/1/2021 will have a regular work week based on seven consecutive calendar days. Employees hired on or after 7/1/2021 may have a regular work schedule that includes Saturday or Sunday in their work week.
- 15.4 All employees will have a work schedule that includes at least 2 consecutive days off unless mutually agreed upon.
- 15.5 Normal work schedules ("10/80") consist of ten 8-hour days, totaling eighty (80) hours per fourteen-day period.
- 15.6 Based on the needs of the Town, an employee may be assigned a "9/80" alternative work schedule consisting of eight 9-hour days, one 8-hour day per fourteen-day pay period, and one additional day off.
- 15.7 Employees will be entitled to at least two 15-minute paid rest periods and one 45-minute unpaid lunch period during each work day.

**Section 16. SALARY**

Effective July 1, 2024: All bargaining unit members will receive a one-time, non-pensionable, lump sum bonus in the amount of \$1,000 the first pay period after ratification and approval by the Town Council. Additionally, effective July 1, 2024, base wages for represented unit members covered by this Agreement shall be increased by 4.0% as follows:

<b>POSITION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Maintenance Worker	5,486	5,760	6,049	6,351	6,668
Senior Maintenance Worker	6,302	6,617	6,947	7,295	7,660

Effective July 1, 2025: Base wages for represented unit members covered by this Agreement shall be increased by an additional 3.5% as follows:

<b>POSITION</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Maintenance Worker	5,678	5,962	6,260	6,573	6,902
Senior Maintenance Worker	6,522	6,848	7,191	7,550	7,928

Effective July 1, 2026: Base wages for represented unit members covered by this agreement shall be increased by an additional 3% to 4% based on the San Francisco-Oakland-Hayward, CA, CPI-U February 12-month percentage change. If the February 12-month percentage change is less than 3%, employees shall receive 3%. If the February 12-month percentage change is more than 4%, employees shall receive 4%. If the February 12-month percentage change is in between 3% and 4%, employees shall receive the actual amount of percentage change.

16.1 Advancement of Salary: The following criteria shall apply to advancement within salary ranges of individual employees who are on a step plan:

1. Step A shall be the minimum hiring rate.
2. Step B: Employees shall be eligible for advancement to Step B, or the next highest step upon completion of twelve (12) months employment.

3. **Additional Steps:** Employees shall be eligible for advancement to the next step upon completion of one (1) year at the previous step. The Department Head is responsible for determining that there has been satisfactory growth in the service value of the employee, and final approval is determined by the Town Manager.

The Town Manager may increase an employee's salary range on the basis of merit within the range set forth. The Town Manager may also designate the salary rate or step at which an employee is appointed.

16.2 Salary Upon Promotion:

When an employee is promoted to a position in a classification with a higher salary range, he/she shall be placed at the next highest paid step in the salary range for the position in the higher classification.

**Section 17. OVERTIME**

- 17.1 Definition: Authorized time worked in excess of forty (40) hours in one (1) week as defined by the Town and consistent with FLSA shall constitute overtime. Time paid for but not worked such as paid sick leave and paid holidays shall be included in the computation of said forty (40) hour workweek.
- 17.2 Policy: It is the policy of the Town to keep overtime at a minimum consistent with the efficient operation of the Town. Overtime must be authorized in advance by the Department Head and must be in compliance with the overtime policy as set forth in the Town's Personnel Rules and Regulations.
- 17.3 Overtime Pay: Overtime shall be paid at the rate of pay of time and one-half (1-1/2) the base hourly salary.
- 17.4 Compensatory Time: Each employee may elect to convert ten (10) overtime hours per year to compensating time off. The maximum compensation time hours credited to the employee shall not exceed thirty-five (35) hours at any time. The use of these hours shall be by mutual agreement of the employee and the Employer.
- 17.5 Call-back Pay: Any employee called back to work at a time other than the employee's regular work shift or called back to work for emergency purposes shall be guaranteed 2 hours pay at the rate of time and one-half, or may opt to take equivalent compensatory time off. Under this subsection, this minimum time payment does not apply to work that is contiguous to regularly scheduled work.
- 17.6 Stand-by Pay: The following guidelines will be applicable to the winter on-call status of employees:

1. Winter "on-call" assignments may be required between the dates of October 1<sup>st</sup> and March 31<sup>st</sup> of each year.
2. There may be up to two employees on "on-call" status during the winter months.
3. On call assignments shall be on a rotating basis for a period of one-month. The Director of Public Works or his/her designee shall make every attempt to have the "on call" schedule posted no later than September 15<sup>th</sup> of each year.
4. "On call" rotations may be by sign up or assigned, at the discretion of the Public Works Director or his/her designee.
5. While an employee is on "on call" status, he/she shall be required to be available by telephone or cell phone 24/7 and able to respond to the Public Works building within one hour if directed.
6. Employees shall not be impaired from being able to respond to work while being "on call" status.
7. Employees shall be compensated at the rate of \$500 per month during the period assigned to "on call" status. This payment shall be made at the completion of the period of "on call" status. Should the employee fail to complete the entire period the pay shall be prorated for the period completed.
8. If an employee is called into work outside of normal work hours, they shall be compensated at their overtime rate, either in pay or in compensatory time off. Employees called into work shall be compensated a minimum of two hours overtime.
9. Employees not completing their "on call" assignment for reasons other than illness, injury, or approved leave could be subject to progressive discipline.

### **Section 18. TUITION REIMBURSEMENT PROGRAM**

- 18.1 Each full-time employee represented by this Memorandum of Understanding, a tuition reimbursement program shall be offered. The Town will reimburse costs up to \$1,200 per calendar year for the equivalent to the cost of tuition, books and fees. To qualify for reimbursement, employees must submit certified transcripts with evidence of a grade of "C" or better from an accredited college or university and submit bona fide receipts. Employees are not eligible for reimbursement of tuition for coursework that commenced while on probationary status or prior to employment with the Town.



## **Section 19. NOTICE TO EMPLOYEES**

- 19.1 Employees shall receive ten (10) working days notice whenever the Town makes a change in the work schedules.

## **Section 20. UNIFORMS FURNISHED AND MAINTAINED**

- 20.1 The Town will supply and launder an adequate supply of uniforms for those employees required to wear them.
- 20.2 The Town will supply adequate rainwear and rain boots for those employees required to wear them in the line of duty.
- 20.3 The Town will pay up to Three hundred Dollars (\$300.00) per fiscal year for work boots for those employees required to wear them in the line of duty. Replacement shall be on an as-needed basis, as determined by the Town, but replacement shall not be unreasonably withheld.
- 20.4 The Town will reimburse maintenance workers for the cost of safety lenses to their prescription glasses.
- 20.5 The Town requires that uniformed (Public Works) employees wear Town provided uniforms, including pants, shirts, hats, belts and shoes or boots.

## **Section 21. HEALTH AND SAFETY**

- 21.1 Safety equipment is supplied by the Town to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment, issued and which are described by Town Regulations. Furthermore, the Town agrees to provide and maintain a safe and healthy work environment.

## **Section 22. SENIORITY**

### **22.1 Department Seniority:**

1. Employees shall be placed on the Town seniority list in accordance with their most recent date of hire.
2. When two (2) or more employees are assigned to the payroll on the same date, seniority shall be given in accordance with their relative standing on the respective eligibility list.

### **22.2 Classification of Seniority:**

1. Employees shall be placed on a classification seniority list in accordance with their most recent date of appointment to the specific classification.

2. When two (2) or more employees are appointed or promoted to the same classification on the same date, seniority shall be based upon their relative standing on the respective eligibility list.

### **Section 23. LAYOFF AND RE-EMPLOYMENT**

- 23.1 Notice of Layoff: The Town Manager shall give at least three (3) weeks' advanced written notice to employees to be laid off. Such notice shall also be furnished to the Union.
- 23.2 Order of Layoff: Layoffs shall be determined by job classification in reverse order of seniority, as determined by the length of continuous service with the Town in full-time, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.
- 23.3 Bumping Rights: An employee who has achieved full-time, non-probationary status at the time of layoff may displace the least senior employee in the lower classification, provided that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off had previously held permanent status in that lower classification.
- 23.4 Re-employment: An employee who has achieved full-time, non-probationary status at the time of layoff shall have his/her name placed on a re-employment list, which shall be maintained for a minimum of twenty-four (24) months from the time of layoff. Former employees on the re-employment list shall be called first by seniority to fill openings in the classification from which the employees were laid off before other candidates are hired to fill those openings. Employees bumped as a result of a layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. 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.

### **Section 24. DISCIPLINARY ACTION/SEPARATION FROM THE SERVICE**

- 24.1 For purposes of these Rules, the following positions are considered "department heads": Director of Administrative Services, Director of Community Development, Director of Public Works/Town Engineer, and the Chief of Police.
- 24.2 Types of Disciplinary Actions. The following are types of actions that may be utilized by the department heads in disciplining employees.
  1. Oral Reprimand: A formal discussion with an employee about performance or conduct problems. This action preferably is summarized in a memo to the

employee outlining the nature of the discussion. An oral reprimand is not subject to the appeal process described below.

2. Written Reprimand: A written document presented to an employee regarding performance or conduct problems. A copy must be provided to the employee with a copy being placed in the employee's personnel file. A written reprimand is not subject to the appeal process described below.
3. Disciplinary Suspension: An involuntary absence without pay for a fixed period of time.
4. Reduction in Pay: The temporary or permanent reduction in pay of an employee. The department head may, within the minimum and maximum of the salary range for the position, decrease the salary level of an employee whose ability to perform the required duties of his or her position falls below standard, as determined by the department head, or for disciplinary purposes.
5. Demotion: Demotion to a lower classification. The department head may demote an employee whose ability to perform required duties of his or her position falls below standard, as determined by the department head, or for disciplinary purposes. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications.
6. Termination: Discharge from the Town service. An employee in the competitive service may be discharged for cause at any time by the department head.

Pending investigation of and imposition of a disciplinary matter, the department head may place an employee on paid administrative leave.

The Town is not required to take disciplinary actions in sequential or progressive order. The level of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment and disciplinary history of the employee may also be considered pertinent.

24.3 Causes for Discipline. Disciplinary action may be taken for causes listed in Section 19572 of the Government Code or for any of the following:

1. Unauthorized absence;
2. Being under a controlled substance while on duty;
3. Neglect of duty;
4. Negligence or willful damage to public property or waste of public supplies or equipment;

5. Violation of any lawful regulation or order made and given by a line supervisor;
6. Willful violation of the provisions of the Ordinance of the Town, these rules, or other promulgated by the Town Manager as Administrative Orders;

24.4 Notice of Intent. The following procedure shall be adhered to for non-emergency suspensions, demotions, reductions in pay, and terminations:

1. The department head shall issue to the affected employee a written Notice of Intent of the proposed disciplinary action. The notice shall be delivered to the affected employee personally or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address.
2. The Notice of Intent will include the following:
  - a. A statement that clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of intended action;
  - b. A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken;
  - c. A copy of all written materials, reports, or documents upon which the intended action is based;
  - d. A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally or in writing, or both, within ten (10) working days upon receipt of the intended disciplinary action; and
  - e. The employee's signature on the Notice of Intent will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature documentation on the Notice of Intent will acknowledge that the employee received the Notice of Intent.
3. Employee Response to Notice of Intent. Within ten (10) working days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, or both, to the department head concerning the proposed disciplinary action. If, within the ten (10) day response period, the employee does not provide a written or verbal response, the proposed action of the Town will take effect as set forth in the Notice of Intent.

4. Notice of Final Discipline. After considering the employee's timely response, the department head shall issue and deliver to the employee a Notice of Final Discipline, which shall be a written statement of the decision to uphold, modify, or reject the proposed Disciplinary Action. Such action may not include discipline more severe than that described in the Notice of Intent.

#### 24.5 Appeal of Disciplinary Action.

1. Disciplinary Actions Subject to Appeal. A regular employee may, within ten (10) calendar days after the effective date of a suspension, demotion, reduction in pay, or termination, file a written appeal with the Director of Administrative Services.
2. Failure to Request Disciplinary Appeal Hearing. If the employee fails to request a disciplinary appeal hearing within the prescribed time and manner, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
3. Hearing Officer. For any appeal of discipline, the Town and employee or Union shall obtain a strike list of seven names from the Public Employee Relations Board (PERB). The Town and the employee/ Union shall then mutually select the Hearing Officer by striking names from the list in alternating turns. Fees for the hearing officer will be borne by the Town unless the employee is represented by a Union in the appeal, in which case the costs will be split evenly between the Town and the Union.

After the Town has issued the Final Notice of Discipline, any delay by the employee or Union in selecting a hearing officer or setting a hearing date, in excess of thirty (30) days, shall result in the employee forfeiting his or her right to an appeal, and the discipline shall become final.

4. Representation at Disciplinary Appeal Hearing. At the disciplinary appeal hearing, the employee may be represented by counsel or other representative. The employee may not be represented by a person who will be called as a witness.
5. Production of Witnesses and Documents. The Hearing Officer shall have the authority to compel the attendance of witnesses, and to require the production of documents. The Hearing Officer shall also have the authority to require the identification of witnesses, documents, and other evidence in advance of the disciplinary appeal hearing.
6. Conduct of Disciplinary Appeal Hearing. The proceedings before the Hearing Officer shall be conducted as follows:

- a. The Town shall have the burden of proof, and the burden shall be by the preponderance of the evidence.
- b. The hearing need not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings.
- c. The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence.
- d. Irrelevant evidence and unduly repetitious evidence shall be excluded.
- e. The Hearing Officer shall have the authority to exclude any witnesses and other persons not necessary to the proceedings.
- f. The Hearing Officer shall not engage in ex parte communications with the parties.

7. Hearing Officer's Decision.

- a. The Hearing Officer shall issue an advisory, written decision containing findings of fact and conclusions of law. The Hearing Officer shall recommend that the Town affirm, revoke, or reduce the disciplinary action imposed against the employee. The Hearing Officer may not recommend discipline more stringent than that imposed by the department head. The Hearing Officer shall not have the authority to render a binding decision that requires the Town to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the Personnel Rules or any resolutions, ordinances, or policies adopted by the Town. The Hearing Officer shall not have the authority to require the Town to perform any other action that would violate state or federal laws.

The Hearing Officer's decision shall be advisory to the Town Manager. The Town Manager shall, within 30 working days from after the date of receipt of the Hearing Officer's decision, issue a final written decision that

shall affirm, revoke, or revise the Hearing Officer's recommendation. The Town Manager's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the Town's administrative process. A copy of the Town Manager's decision shall be provided to the charged employee, and may be placed in the employee's personnel file.

- b. Extension of Time. Any time limits specified in this procedure may be altered by mutual, written agreement.

## **Section 25. GRIEVANCE PROCEDURES**

- 25.1 Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulations, or existing practices affecting the status or working conditions of Town employees.
- 25.2 Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees, or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings.

The Town shall act as a central repository for all grievance records.

Any time limit may be extended only by mutual agreement of the parties in writing.

- 25.3 Informal Grievance Procedure: Within fourteen (14) calendar days of the event precipitating the grievance, the grievant shall present the grievance informally for the disposition by the employee's immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the instituting of a formal grievance.
- 25.4 Formal Grievance Procedure: If the grievant believes that the grievance has not been remedied through the informal grievance procedure within fourteen (14) calendar days from the date the grievant informally presented the event precipitating the grievance to his/her immediate supervisor, he/she may initiate a formal grievance within seven (7) calendar day thereafter. A formal grievance can only be initiated by completing and filing a memorandum with the Department Head. The memo shall contain:

1. Name(s) of grievant
2. Official Job Title(s) and Classification(s)
3. Department(s)
4. Home Mailing Address(es)
5. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or contract language)
6. The date upon which the event precipitating the grievance occurred
7. A proposed solution to the grievance
8. The date of execution of the grievance form
9. The signature of the grievant(s)
10. The name of the organization or individual, if any, followed by the signature of the representative.

Step 1 – Within fourteen (14) calendar days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 – (a) If the grievance is not resolved to the satisfaction of the grievant in Step 1, the grievant may, within fourteen (14) calendar days from the receipt of the Department Head's decision, request consideration of the grievance of the Town Manager by notifying the Town Manager.

(b) Within fourteen (14) calendar days after such notification, the Town Manager shall investigate the grievance, confer with the employee affected and their representatives to the extent the Town Manager deems necessary, and render a decision in writing to the grievant. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 – If the grievance is not resolved in Step 1 or Step 2, a final appeal may be filed, in writing, with the Town Council, not more than fourteen (14) calendar days from the employee's receipt of the Town Manager's decision. The Town Council shall, within thirty (30) days of receiving the grievance, hear and decide upon the grievance. The Town Council's decision is final and binding in all respects.



No employee shall, as a direct or proximate result of such grievance, suffer dismissal from the service of the Town, transfer, demotion, reduction in salary, or other disciplinary or retaliatory action.

The process for Disciplinary Action is governed by Section 23 (Disciplinary Action/Separation from the Service) of this MOU. This Section 24 is used for violations listed in Section 24.1 above.

### **Section 26. POSITION RECLASSIFICATION PROCEDURE**

The Town of Tiburon seeks to maintain a classification system and process whereby all positions are accurately classified on the basis of current and ongoing job responsibilities officially assigned to said position(s).

- 26.1 Reclassification Procedure: The Appointing Authority or their designee or an incumbent of a position or the Union on behalf of an employee may request, in writing, a classification review. This classification review may be requested if the position has not been reviewed with the previous twelve (12) months **and** either permanent and substantial changes have been made in the duties and responsibilities assigned to the position or there is evidence that the majority (50% or more) of the work being performed is not appropriate for the position's current classification.
1. All requests for reclassification must be submitted to the Personnel Officer in writing.
  2. Employee initiated reclassification request must first be directed to the employee's appointing authority. The appoint authority shall forward the employee's request to the Personnel Officer within ten (10) days of receipt.
  3. The Personnel Officer shall ensure the review (audit) of the employee's position is completed within sixty (60) calendar days of receipt of the request in his/her office.
  4. Based upon the analysis and evaluation of a position, the Personnel Officer may recommend that the position be sustained in its current class or be reclassified (up or down) to the proper classification based upon the assigned work. The Town Manager or his/her designee shall review all reclassification recommendations made by the Personnel Officer.
  5. Within ten (10) days of receipt of the written audit decision the affected employee(s) may, in writing, submit a request for review of this decision to the Town Manager. This request for review must show substantial error and/or omission on the part of the Personnel Officer. The Town Manager may render a decision on the appeal on the basis of the written material or may

interview the involved parties to discuss the specific error omission prior to rendering a decision.

6. The Town Manager shall have final decision-making authority on all reclassifications.
7. Reclassifications shall become effective the first of the month following final approval of the action. Any changes of pay as a result of the reallocation shall be in accordance with the Town's Personnel Rules and Regulations in effect at the time.

### **Section 27. PERSONNEL FILES**

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The Town shall furnish copies of all performance evaluation reports and letters of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

### **Section 28. WELLNESS REIMBURSEMENT**

The Town will reimburse, up to \$650 per fiscal year, the cost of activities or products that promote personal health such as treadmills, bicycles, programs to assist with weight loss, managing stress, improving physical strength and stamina, and stopping smoking. Examples of expenses eligible for reimbursement under this section include yoga classes, fitness activities, fitness or sports equipment, gym memberships, stress management seminars, and nutrition/health information classes. Employees may not seek reimbursement for apparel, weapons or other combative devices, meal kits, financing or installment payments, expenditures related to motorized vehicles, or expenditures related to the repair of equipment purchased under this provision.

Employees understand that any portion of the education reimbursement used for wellness expenses is taxable and employees are responsible for the tax consequences of seeking such a reimbursement. Requests for reimbursement of wellness expenditures must be approved by the Town Manager or their designee. The Town's decision with respect to reimbursement of wellness expenditures not meeting the above criteria is final and not subject to the grievance process set forth in Section 25.

### **Section 29. FULL UNDERSTANDING MODIFICATION WAIVER**

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

29.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights 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 period of this Agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after November 2, 2005.

**SIGNATURE PAGE**

**SEIU, LOCAL 1021**

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*Pete Velles*  
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Pete Velles, Town of Tiburon  
Steward Representative, SEIU 1021

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DATE

Signed by:  
*Cameron Balfe*  
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Cameron Balfe, Town of Tiburon  
Steward Representative, SEIU 1021

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Joel Evans-Fudem, Chief Negotiator  
SEIU Local 1021

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Andrea Zanetti, Area Director  
SEIU Local 1021

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David Canham, Executive Director  
SEIU Local 1021

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**TOWN OF TIBURON**

Signed by:  
  
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Greg Chanis, Town Manager  
  
Town of Tiburon

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Deborah Muchmore, Chief Negotiator  
  
Town of Tiburon

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APPROVED AS TO FORM:

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Benjamin L. Stock  
  
Town Attorney  
  
Town of Tiburon

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