

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Manager of the City of Novato, hereinafter designated “City,” and Service Employees International Union (SEIU) 1021, hereinafter designated as “Union,” and has been jointly prepared by both parties.

The City Manager is the representative of the City of Novato in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in Representation Unit D; have 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.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Novato.

This MOU is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Novato. This MOU shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within Representation Unit D.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This MOU covers employees in Representation Unit D, “Nonmanagerial, Nonsworn, General Employment,” as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

1.1 Agency Shop

1.1.1 Fair Share Fee

Any Unit D employee shall, within the first thirty (30) days of such hire date as a condition of continued employment, either be required to join the

Union or pay to the Union an amount equal to a fair share percentage of the regular membership dues.

The fair share fee is a percentage of the regular membership dues designated by the Union to provide representation to members and nonmembers alike. This amount may be adjusted annually, as determined by an impartial annual audit of the Union, which will be available for any bargaining unit employee to review.

1.1.2 In Lieu Fee

However, any unit member who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be required, in lieu of membership dues or fair share fee, to execute a payroll deduction form furnished by the Union and thereby pay sums equivalent to membership dues or fair share fee to one of two organizations: The Milagro Foundation or the Marin Humane Society. If the unit member has a bona fide religious exemption, he/she may choose a third qualified charity if he/she so desires.

1.1.3 Grandfather Clause

Employees who were hired before July 29, 1999, who requested withdrawal of membership as stated in Section 2.2 of the MOU before the expiration of the 1998/99 - 1999/00 MOU, will have the option of exclusion from the terms of this section regarding Agency Shop and Fair Share Fee.

1.1.4 Indemnification

- (a) The Union agrees to pay to the City all reasonable legal fees and costs incurred by the City in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this MOU or their implementation. The Union agrees that payments under this provision shall be made on a semi-annual basis.
- (b) The Union agrees to indemnify and hold the City harmless from any award or judgment which may result from a court action or administrative action referenced in 1.1.4 (a) above.
- (c) The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 1.1.4 (a) or 1.1.4 (b) shall or shall not be compromised, resisted, defended, tried or appealed.

2. UNION RIGHTS

2.1 MOU Maintenance by Employees

The City agrees to allow a designated Union Steward release time to conduct MOU maintenance business (which may include training and other Union business) during regular working hours provided that the combined hours for all representatives performing such maintenance business shall not exceed a total of thirty (30) working hours per month. Leave time used shall be recorded with the date and purpose of the meeting/activity, and a list of those in attendance shall be provided to the Department Head and Personnel Officer each month. Approved release time for the purpose of contract negotiations shall not be included in the thirty (30) hour limit. Prior approval of the designated representative's supervisor is required before the conduct of Union business, and time spent in the conduct of Union business must be reported in the manner prescribed by departmental policy and the Employer-Employee Relations Resolution of the City. Whenever a person is hired in any of the job classifications covered by this MOU, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

2.2 Union Withdrawal

The City shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by certified mail.

The Assistant City Manager shall accept authorization for dues deductions on a biweekly basis.

2.3 Workshops

The City and the Union agree that a workshop, not to exceed two (2) hours unless both parties agree, will be offered to Department Heads and supervisory staff. The workshop will be held on City time and facilities and will cover changes and other issues relevant to this MOU.

2.4 Labor-Management Meeting

During the term of this MOU, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures.

2.5 Hold Harmless Indemnity Provision

The Union shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Union in connection with the administration or enforcement of any section of this MOU pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the City.

2.6 C.O.P.E. Deductions

The City agrees to the establishment of a payroll deduction program for voluntary unit member contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions.

2.6.1 Authorization

Voluntary deductions for C.O.P.E. shall be withheld only if the unit member so authorizes in writing on a form provided by the Union and approved by the City.

2.6.2 Commencement of Deductions

Payroll deductions shall commence on the second pay period after the authorization is received by the City.

2.6.3 Modifications

Unit members may sign up, change the amount of their contributions or discontinue their contributions at any time.

2.6.4 Indemnification

The Union shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this Article.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These 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 standard of selection for employment, promotion and transfer; 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 government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salaries

Each unit member shall be paid in accordance with his/her placement on the Salary Schedule which is attached as Appendix B.

4.1.1 Effective July 1, 2016, the City will move Unit D classifications to 95% of Market Mean based on the results of the compensation survey conducted by the City.

4.1.2 Effective July 1, 2017, a general wage adjustment of three percent (3.0%) shall be made to the salary schedule.

4.1.3 Effective July 1, 2018, a general wage adjustment of three (3.0%) shall be made to the salary schedule.

4.2 Step Raises

4.2.1 A step raise will become effective on the actual anniversary date (as appropriate, initial hire or promotion date) of the unit member. The salary schedule provides five percent (5%) between steps.

4.2.2 Only unit members whose most recent evaluation is “meets standards” or better shall receive a step raise.

4.2.3 Annual performance evaluations are to be completed one (1) week prior to the unit member’s anniversary date. The supervisor shall review the evaluation with the unit member and the member shall have the right to submit a written response to accompany the evaluation in the member’s personnel file, provided the unit member has signed the evaluation to acknowledge receipt. Unit members who do not receive their evaluation may contact their immediate Supervisor, Department Head or the Personnel Division. If a unit member is eligible for a step increase and the performance evaluation has not been delivered to the member within sixty days of his or her anniversary, the member will receive the step increase retroactive to his or her anniversary.

4.3 Hourly Rates

Hourly rates shall be calculated by dividing a unit member's annual salary by 2080.

4.4 Regular Rate of Pay

Items included in determining the unit member's regular rate of pay shall include:

4.4.1 the pay rate as established in the pay range of the unit member's classification,

4.4.2 educational incentive pay,

4.4.3 Extended Salary Range pay (see 4.5), and

4.4.4 shift differential pay.

4.5 Extended Salary Range

4.5.1 Definition

Extended Salary Range (ESR) is compensation above the current salary based on assigned, nonpermanent work of a value to the City higher than that regularly performed or reasonably expected within the unit member's current classification.

4.5.2 Eligibility

All regular, permanent, classified employees of the City of Novato are eligible for ESR. Excluded are hourly, seasonal and intermittent employees.

4.5.3 Duration

ESR payments shall be directly related to exceptional work requirements. ESR payments may be authorized for a maximum of six (6) months, but may be extended upon recommendation of the Department Head and approval of the City Manager. ESR payments terminate at the conclusion of the period of exceptional requirements.

4.5.4 Administration

The Department Head has sole responsibility for requesting an ESR for a unit member within his/her department. The Department Head will make an ESR request by written memorandum to the City Manager setting forth the exceptional circumstances which apply and specifying the estimated

length of time of the exceptional circumstances. The City Manager will review this request and, if it is approved, will establish the dollar amount of the ESR for the particular case. The City Manager will be responsible for maintaining the consistency of application of ESR within the City.

4.5.5 Notification

A unit member who is awarded ESR will receive a copy of the personnel action advising him/her of the date, amount and duration of the changed salary status.

4.5.6 Limit

ESR compensation for assignments meeting the ESR criteria may be awarded up to Two Hundred Fifty Dollars (\$250) above current salary.

4.5.7 Employee Recognition Program

Union agrees to participate with the City and other bargaining units on the review of the existing and possible creation of a new employee recognition program.

4.6 Direct Deposit

All unit members, absent extraordinary hardship, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Regular Work Day

5.1.1 Standard Schedule - 5/40

- (a) The regular working day for a full-time unit member is eight (8) hours of work within a period not to exceed nine (9) consecutive hours, including an un-paid meal break.
- (b) Unless otherwise approved by the department head, the typical work day for unit members observing a 5/40 schedule with a one (1) hour meal break shall begin at 8:00 a.m. and end at 5:00 p.m.
- (c) The standard work period for unit members observing a 5/40 schedule shall consist of five (5) days, Monday through Friday inclusive. However, this schedule may be changed by the City Manager to any other consecutive five (5) day period, beginning and

ending at any day and any time, to accommodate alternative work schedules.

5.1.2 Alternative Schedule - 9/80

- (a) The regular working day for a full-time unit member observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, including an unpaid meal break; provided, however, the regular working day on alternate Fridays shall be eight (8) hours of work not to exceed nine (9) consecutive hours, including an unpaid meal break.
- (b) Unless otherwise approved by the department head, the typical work day for unit members observing a 9/80 schedule with a half (½) hour meal break shall begin at 7:30 a.m. and end at 5:00 p.m. on those days when the regular working day is nine (9) hours of work.

5.1.3 Option Schedule - 4/10/40

See Section 5.6 for a description of this schedule.

5.1.4 Unpaid Meal Break

- (a) The unpaid meal break shall not be less than one-half (½) hour, nor more than one (1) hour.
- (b) The meal break shall be scheduled between the 2nd and 5th hour of work.
- (c) A unit member may not “work through” his/her meal break and shorten the work day.

5.2 Rest Periods

- 5.2.1 A full-time unit member shall receive two fifteen (15) minute rest periods, with pay, each day. The rest period shall be scheduled by the appropriate supervisor at or near the mid-point of the first half and second half of the unit member’s shift.
- 5.2.2 A unit member may not “work through” rest periods and extend the meal break or shorten the work day.

5.3 Work Period/Days

5.3.1 Standard Schedule - 5/40

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

5.3.2 Alternative Schedule - 9/80

(a) A regular work period under the 9/80 schedule shall be eighty (80) hours worked within a fourteen (14) day period beginning at 12:01 p.m. on Friday and ending at 12:00 noon on the 14th day thereafter.

5.3.3 Non-Standard Days/Hours

Neither the Standard Schedule, nor the Alternative 9/80 Schedule, shall apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

5.4 Schedule Change

Except in cases deemed to be an emergency by the Department Head involved, unit members will be given ten (10) working days' notice prior to any change in their work schedule.

5.5 Flexible Hours

A flexible hours program, as approved by the City Council on March 27, 1979, is available to eligible represented classes. The core hours shall be: 9-11 a.m. and 2-3:30 p.m. and a partnership program put in place. Through this arrangement, it is anticipated that employees responsible for counter coverage can be included in the flexible hours program.

5.6 Summer Work Schedule for Maintenance Division

5.6.1 With approval of the Department Head and Assistant City Manager, a schedule of four (4) consecutive week days worked at ten (10) hours per day and three (3) days off can be implemented for the Maintenance Division. Any schedule involving four (4) work days per week may be proposed by any work team within the Maintenance Division.

(a) The Department Head and Assistant City Manager are under no obligation to approve any such proposal, and if it serves the City

interest, a “4/10” plan may be required for selected personnel from June 1 through September 30.

- (b) If the City experiences a detrimental impact on services, scheduling or cost in any subsequent year, the City may, at its sole option, revert to a “9/80” schedule following a ten (10) workday notice to affected unit members.

5.6.2 The workday shall be ten (10) hours per day with a one-half (½) hour lunch, one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.

- (a) The work hours shall be from 7:00 a.m. to 5:30 p.m.
- (b) Ten (10) hours of paid time will be granted for all holidays during this period (see Section 9).
- (c) Unit members assigned to the Summer Work Schedule, or “4/10” plan, shall be entitled to overtime for work in excess of ten (10) hours per day or forty (40) hours per week.

6. OVERTIME

6.1 Overtime Definition

6.1.1 FLSA Standard

Except as otherwise specified in this MOU, all overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

6.1.2 Flexible Schedules

Due to the requirements of the Fair Labor Standards Act, overtime occurs after forty (40) hours of time worked in a Standard Schedule (excludes leave time and leave without pay time) in one (1) week. Therefore, unit members eligible for a flexible hours schedule (see 5.5) shall not schedule their work in a manner that will incur overtime.

6.1.3 Overtime Rates

In addition to daily overtime (hours in excess of eight (8), or the unit member’s daily scheduled hours, if higher than eight (8)), the following special overtime rates shall apply:

- (a) double time (2.0) for time worked in excess of sixteen (16) consecutive hours;

- (b) double time (2.0) for hours worked on a holiday.

6.1.4 Prior Approval

Overtime is discouraged. Except in emergency circumstances, all overtime must be approved in advance by a supervisor. See Section 6.7 below.

6.1.5 Compensatory Time Off (CTO) In Lieu of Pay

- (a) With the approval of the unit member's supervisor, a unit member may elect to receive CTO in lieu of overtime pay. All CTO is subject to the provisions set forth in Section 6.6 below.
- (b) CTO shall be earned and accrued at the rate appropriate for either overtime or extra hours.

6.2 Job Share/Part-Time Positions

All regular unit members, including job share or part-time positions, when working more than their regular shift (8 hours, 9/80 or 10 hours) shall be paid overtime or accumulate compensatory time off, as identified in Sections 6.1 and 6.6.

6.3 Eligibility

For the purposes of overtime eligibility, unit members covered by the MOU are allocated to the following groups:

Group A: Time-related positions that are eligible for overtime:

Building:

Senior Building Inspector
Building Inspector II
Building Inspector I
Senior Code Compliance Officer
Code Compliance Officer

Finance:

Payroll and Accounting Technician
Senior Accounting Assistant
Accounting Assistant II
Accounting Assistant I

Information Technology

Network and Systems Administrator
Technology Business Analyst
I.T. Technician

Clerical:

Development Permit Supervisor
Office Supervisor
Application Support Technician
Senior Office Assistant
Reprographics Technician
Reprographics Assistant
Office Assistant II
Office Assistant I

Engineering:

Principal Engineering Technician
Senior Engineering Technician
Engineering Technician II
Engineering Technician I

Maintenance:

Maintenance Supervisor
Senior Equipment Technician
Equipment Technician
Senior Management Worker
Maintenance Worker
Custodian Supervisor
Senior Custodian
Custodian

Recreation:

Recreation Supervisor
Recreation Coordinator
Childcare Teacher
Gymnastics Instructor
Volunteer Coordinator

Group B: Non-time-related positions accountable for results only – are not eligible for overtime:

Principal Planner

Senior Planner

6.4 Standby

6.4.1 General

When, after the unit member’s regular work period, he/she is required by written order of Department Head to leave work where he/she may be contacted to return to work if needed within a reasonable period of time, the unit member shall receive one (1) hour pay at the overtime rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not called back to work. Standby is premium pay not included as hours worked in regular rate of pay.

6.4.2 Holidays

If the standby is assigned on a holiday, the member shall be receive one (1) hour pay at the double-time rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard work hours and days of work and is not called back to work.

6.4.3 Transportation

- a. Depending on the availability of an appropriate vehicle, as determined by the Maintenance Superintendent, a member shall be provided a City vehicle for transportation to and from work while on standby.
- b. In the absence of an appropriate vehicle, the member shall be paid mileage for travel to and from Novato and the member’s residence if required to report to work while on standby. Mileage shall be paid at the reimbursement rate established by the IRS.

6.5 Callback

6.5.1 Four Hour Minimum

A unit member who has departed from his/her work location and is called back to work, is guaranteed a minimum of four (4) hours compensation. If the callback exceeds four (4) hours in duration, the unit member will be compensated for the actual hours worked.

6.5.2 Rate of Pay

Callback time shall be paid at the overtime rate and is not included as hours worked in regular rate of pay.

6.5.3 Start of Callback Assignments and Reporting to Work

Compensation for callback will begin once the unit member has accepted the assignment. Upon accepting the callback, the unit member will report to work without delay.

6.5.4 Meal Break

If a Callback exceeds two (2) hours and immediately precedes the start of the unit member's normal shift, the unit member will be provided a thirty (30) minute paid meal break at the first practical opportunity. The meal will be paid in accordance with the City's travel and training policy.

6.5.5 Callback from Standby Status

If the unit member has been placed on Standby in accordance with Section 6.4 of the MOU and is required to return to work, this will constitute a Callback and the unit member will be compensated as indicated above.

6.5.6 Early Start

If a member has already arrived at his or her work location prior to the start of his or her normal shift and is asked to begin work early, he or she is eligible to receive overtime for the actual hours worked prior to the normal start time, but it will not constitute Callback and will not be compensated as described above. In this case, overtime pay for time worked will only be paid if the unit member works his or her full shift.

6.5.7 Rotation

As reasonably possible, Callback shall be rotated among unit members in the affected classification. Exceptions shall be made for specialty skills (e.g. backhoe, irrigation/sprinkler systems, special licenses).

6.6 Compensatory Time Off (CTO)

6.6.1 Eligibility

Only unit members eligible for overtime may accumulate CTO (see 6.3).

6.6.2 Eighty Hour Cap

A unit member may accumulate up to eighty (80) hours of CTO which may be carried beyond the established work period.

6.6.3 Scheduling and Use

All CTO must be scheduled in advance and requires supervisory approval. CTO may be taken off in minimum increments of one-quarter (1/4) hour increments.

6.7 Distribution of Scheduled Overtime

The opportunity for scheduled overtime shall be equitably distributed by management among the qualified members of the division. The City will continue the existing practice for emergency overtime. In addition, the distribution for overtime for all maintenance worker positions will occur as detailed in Appendix C.

6.8 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the unit member.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime.

Overtime shall be compensated to the nearest one-quarter (1/4) hour. This shall apply to accumulation of all overtime during a work period.

7. SHIFT DIFFERENTIALS

7.1 Eligible Employees

The City shall pay shift differentials to unit members occupying classifications which are eligible for overtime under this MOU on the following basis:

7.1.1 Excludes 8AM to 5PM

Such a unit member shall be eligible for shift differential for all hours worked on a regularly assigned shift providing at least eight (8) consecutive hours have been worked on a shift other than the shift from 8:00 a.m. to 5:00 p.m.

Unit members working a 9/80 schedule shall be eligible for shift differential for all hours worked on a regularly assigned shift providing at least nine (9) consecutive hours have been worked other than between 7:00 a.m. and 6:00 p.m.

7.2 Shift Differential

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 5:00 p.m. and 12:00 midnight, the rate of five (5%) percent shall be added to the regular base rate of pay for all hours worked within that 5:00 p.m. to 12:00 midnight time period.

For unit members working a 9/80 schedule, all hours worked on a regularly assigned shift in which at least one (1) hour falls between 6:00 p.m. and 12:00 midnight, the rate of five percent (5%) shall be added to the regular base rate of pay for all hours worked within that 6:00 p.m. to 12:00 midnight time period.

7.2.1 Shift Differential/12 Midnight to 8AM

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 12:00 midnight and 8:00 a.m., the rate of seven and one-half percent (7.5%) shall be added to the regular base rate of pay for all hours worked within that 12:00 midnight to 8:00 a.m. time period.

For unit members working a 9/80 schedule, all hours worked on a regularly assigned shift in which at least one (1) hour falls between 12:00 midnight and 7:00 a.m., the rate of seven and one-half percent (7.5%) shall be added to the regular base rate of pay for all hours worked within that 12:00 midnight to 7:00 a.m. time period.

7.2.2 Senior Maintenance Worker Sweeper

Unit members classified as Senior Maintenance Worker assigned to the street sweeper shall be paid the appropriate shift differential for all hours worked on a swing or graveyard shift.

7.2.3 Flex Time

Unit members working a flexible hours schedule (see Section 5.6), or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor, are not eligible for shift differential.

Unit members who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2.4 Regularly Assigned Shift

Regularly assigned shift means that when a unit member is assigned to work a shift, his/her supervisor has every expectation that the shift will continue for an extended period of time.

7.3 Work In Higher Class

A unit member who is assigned to work in a position in a higher classification for a period of four (4) or more consecutive full regular work days shall be paid at least five percent (5%) more than their prevailing salary or at the entrance step of the range of the higher classification, whichever compensation is greater. However, certain skill-related positions may be compensated immediately for work in a higher position where, as determined by the Department Head, the higher position requires skills different from the occupied position and that the individual proposing to work in the higher position has the skills necessary with no additional training. Work in a higher class shall only be assigned if the unit member is responsible for a substantial portion of the essential functions normally assigned to the higher class position, including, but not limited to, actively managing unit operations and supervising the staff that report to the position and independently rendering judgments and making decisions typically reserved to the higher position. Work in a higher class shall not be assigned for performing routine work that does provide substantial relief to the manager or supervisor of the higher class position and it shall not be granted as part of a training program.

All work in a higher position shall be approved in advance by the City Manager or his or her designee based on the recommendations of the unit member's Division Manager, Department Head and the Human Resources Manager.

8. OTHER COMPENSATION AND BENEFITS

8.1 Educational Incentive

The following tuition reimbursement and educational incentive payments shall continue to be made available:

1. Tuition reimbursement may be made up to One Hundred Fifty Dollars (\$150) per fiscal year in accordance with established City policy.
2. Educational incentive payments may be made in the amount of Twenty Dollars (\$20) per month for level one reimbursement and Forty Dollars (\$40) per month for level two reimbursement.

8.2 Uniform Allowance

8.2.1 Each unit member in the Maintenance Worker series (in the Corporation Yard) shall receive an annual clothing allowance of Three Hundred Dollars (\$300.00). The clothing allowance shall be earned at the rate of Twenty-Five Dollars per month.

8.2.2 Each unit member in the Reprographic Technician classification and each Senior Office Assistant working in the Maintenance Yard, shall receive an annual clothing allowance of One Hundred Twenty Dollars (\$120). The clothing allowance shall be earned at the rate of Ten Dollars (\$10) per month.

8.2.3 Employees who terminate their services or who are released from duty may be required to return a portion of the clothing allowance. The amount to be returned will be prorated based on the length of employment.

8.2.4 If an employee is on leave of absence without pay or on leave status in excess of one (1) month, uniform allowance entitlement will not be paid for time not worked.

8.2.5 The clothing allowance will be paid during the first pay period in January of each year. Any employee hired into the above referenced classifications and eligible for a uniform allowance shall have the allowance prorated based on the number of months remaining in the calendar year.

8.2.6 City Contribution–Safety Boots

Each unit member in the Maintenance Worker and Building Inspector series shall be entitled to receive a reimbursement of Two Hundred Dollars (\$200.00) each year for the purchase of OSHA approved hard-toed boots.

8.3 City Contribution–Renewal Commercial Drivers License

8.3.1 In accordance with 8.3.2 below, the City will reimburse a unit member who is required to possess or obtain a Class A (or Class B) California Driver’s License for the cost of the license.

8.3.2 The City’s required contribution, during the term of this MOU, cover the actual cost of the license renewal. The City’s contribution shall be capped at the actual cost, not to exceed \$100.

8.4 Meal Reimbursement

8.4.1 Night Meetings

(a) Unit members scheduled to work night meetings will be reimbursed for a meal in accordance with Administrative Policy 6.1, Conference/Meeting/Training Attendance.

(b) Unless a higher amount is specified in Administrative Policy 6.1, the meal reimbursement shall be up to Twelve Dollars (\$12.00).

8.4.2 Meal/Extended Work Period Maintenance Workers

Maintenance Worker classifications required to work three (3) hours beyond a regular work schedule shall be reimbursed up to Ten Dollars (\$10) for a meal.

8.4.3 Receipts

Presentation of a meal receipt is required.

8.5 Mileage Reimbursement

8.5.1 Recreation Supervisors

Recreation Supervisors shall be entitled to mileage reimbursement for use of personal vehicles to travel to and from work or the job site on the day(s) of the week that they are required to work as overtime. Such reimbursement shall be “portal-to-portal.”

8.5.2 Custodians

Custodians shall be entitled to “portal-to-portal” mileage reimbursement when required to work on days other than assigned shift.

8.5.3 IRS Rates

Mileage to be paid at the current IRS rates.

8.6 Bilingual Pay

Upon recommendation of the Department Head, a unit member who is assigned to a position that requires fluency in English, and in a second designated language, shall receive an additional three percent (3%) of base compensation. To receive bilingual pay, the unit member shall have demonstrated language fluency in the designated language to the City’s satisfaction and must provide bilingual services within the scope of their position and as otherwise directed by the City. Payment shall be made each pay period that the unit member is assigned to the position and required to perform bilingual services.

9. HOLIDAYS

9.1 Paid Holidays

Each unit member covered by this MOU shall receive thirteen (13) paid holidays per year:

HOLIDAY	OBSERVED
New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year’s Eve	December 31
Two (2) floating holidays	To Be Determined

9.2 Special Circumstances

9.2.1 General Intent

It is the intent of this MOU that all full-time unit members receive thirteen (13) paid holidays regardless of their assigned work week.

9.2.2 Holiday on Saturday

When a holiday falls on a Saturday, the preceding workday (which is not also a holiday) shall be deemed the holiday.

9.2.3 Holiday on Sunday

When a holiday falls on a Sunday, the following workday (which is not also a holiday) shall be deemed the holiday.

9.2.4 Work on a Holiday

When a unit member eligible for overtime is required to work on a holiday or when the holiday falls on a unit member's regular day off, he/she shall receive straight time payment for that day or may choose not to take payment but select another day as holiday leave with pay during the fiscal year with the consent of the Department Head.

9.2.5 9/80 Schedule/Off Friday

When a holiday falls on an off Friday for unit members observing a 9/80 schedule, the holiday shall be observed on the Thursday immediately preceding the off Friday. If holidays fall on both the off Friday and the Thursday preceding the off Friday, the holiday shall be observed on the Wednesday immediately preceding the off Friday.

9.2.6 Paid Status

To receive pay for a holiday, the unit member must have been in paid status on his/her regularly scheduled work day immediately preceding and succeeding the holiday.

9.3 Floating Holidays

The floating holidays may be taken at any time during the fiscal year with the prior approval of the unit member's Department Head. Floating holiday is earned at the rate of one day for six (6) months or less of service in the fiscal year or two (2) days for more than six months service. The floating holidays may not be accumulated and carried forward to the next fiscal year.

9.4 Accounting for Holidays

9.4.1 Credited Hours

Holiday pay will be counted in eight (8) hour increments if the unit member is working on a 8/40 schedule; nine (9) hour increments if the unit member

is working on a 9/80 schedule; and ten (10) hour increments if the unit member is working on a 10/40 schedule.

9.4.2 Alternate Work Schedules

The Assistant City Manager (or his/her designee) will make determinations on a case-by-case basis to ensure that unit members on alternate work schedules are not adversely affected by the manner in which holidays are accounted.

10. VACATION

10.1 Vacation Accrual Rates

Unit members shall earn vacation in accordance with the following vacation entitlement schedule:

SERVICE	ACCRUAL RATES	
	Hours Per Year	Hours Per Pay Period
First Year	80	3.08
Second Year	88	3.38
Third Year	96	3.69
Fourth Year	104	4.00
Fifth Year	112	4.31
Sixth Year	120	4.62
Seventh Year	128	4.92
Eighth Year	136	5.23
Ninth Year	144	5.54
Tenth Year	152	5.85
Twelfth Year	160	6.15
Fifteenth Year	168	6.46
Seventeenth Year	176	6.77
Twentieth Year	184	7.08

10.1.1 Cap on Vacation Accrual

Unit members may accrue no more than two hundred seventy (270) hours of vacation time. When a unit member reaches their maximum vacation accrual, no further vacation will accrue until the unit member’s accrual is decreased below the allowed maximum of two hundred seventy (270) hours.

10.1.2 Exception When City Cancels Vacation

If a unit member has scheduled vacation, and the City cancels that vacation, the unit member will be allowed to accrue more than the two hundred seventy (270) hour maximum until the City either schedules the unit member for vacation or grants a subsequent request for vacation from the unit member.

10.2 General Provisions

10.2.1 Vacation Credit

A unit member is eligible to accrue vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned, odd fractions rounded to the nearest tenth. Earned vacation is credited to the unit member at the end of each qualifying pay period.

10.2.2 Vacation Usage

The times during which a unit member may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of a unit member's vacation must be deferred beyond a calendar year, the unit member may take vacation during the following calendar year.

Vacation time shall not be taken until earned and shall be subject to all other provisions of this MOU. Vacation may be scheduled and used in a minimum of one (1) hour increments.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Vacation Deferral

It is the policy of the City that unit members take their normal vacation each year; provided, however, with the prior written approval of the City Manager, an unit member may take less than a normal vacation in one year and carry the balance of his/her earned time over to the next year. The maximum vacation that may be deferred from one anniversary date to the next is two hundred seventy (270) hours unless due to special circumstances the City Manager has granted a specified extension of time.

10.2.5 Probationary Employees

Employees will be permitted to use accrued vacation leave after six (6) months of employment subject to the approval of the Department Director.

10.2.6 Effect of Termination on Accrued Vacation

Upon termination of a unit member's service with the City, he/she shall be paid a lump sum for all accrued and unused vacation hours.

10.2.7 Status Report of Accrued Vacation Leave

The City will provide to each unit member on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of a unit member's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Redemption

Once each year, on his/her employment anniversary date, a unit member may receive compensation from the City for up to forty (40) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

- (a) he/she must have used, in the twelve (12) months immediately preceding his/her anniversary date, not less than eighty (80) vacation hours (of these eighty (80) hours, at least forty (40) must have been scheduled and used consecutively);
- (b) he/she must have made an irrevocable, written notification to the City (by December 15th of the calendar year preceding the year in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;
- (c) his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated.

11. SICK LEAVE

11.1 General

11.1.1 Accrual

Each unit member shall be entitled to nine (9) hours of sick leave accrual with pay for each qualifying month of service.

Sick leave is credited to the unit member at the end of each qualifying pay period. There is no limit to sick leave accrual.

11.1.2 Usage

(a) Employee's Illness/Injury

Sick leave with pay, up to the total number of accumulated sick hours, shall be granted by the Department Head in case of bona fide illness or injury of the unit member.

(b) Illness of Family Member

Up to one-half (½) of the unit member's accrual of sick leave may be used in the case of illness or injury to a member of the unit member's immediate family. Such usage shall be subject to verification at the City's request.

Immediate family is defined as: mother, step-mother, father, step-father, legal guardian, son, step-son, daughter, step-daughter, foster children, grandchild, husband or wife.

(c) Absence Leave Form

Immediately upon return to work, the unit member shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing a unit member on sick leave status or as a requirement of returning to work. Additionally, if the City suspects a unit member is abusing or has abused sick leave, the City may require the unit member to be examined by the City's physician at no cost to the unit member.

11.1.3 Return to Duty

If a unit member has been absent for more than five (5) consecutive calendar days, or has been absent due to extenuating circumstances, he/she may be asked (at the City's discretion) to either undergo a fitness for duty physical

(paid for by the City) or to provide a certificate from his/her medical doctor verifying fitness for duty.

11.1.4 Conversion of Sick Leave to Personal Necessity Leave

- (a) A unit member may convert one day of sick leave to personal necessity leave provided that the employee has a bank of at least forty (40) hours sick leave remaining after the conversion. Such leave shall be treated in the same manner as vacation leave for the purposes of reporting and scheduling, but shall have no cash value and may not accrue beyond the fiscal year.
- (b) Personal necessity leave shall be used for business of a serious nature which cannot reasonably be dealt with outside of normal working hours. This leave may be used in half (½) day increments.

11.2 Sick Leave Transfer

Unit D employees will have the ability to transfer earned sick leave to other employees in Units participating in this program, subject to the following conditions:

- 11.2.1 The transferee shall have or shall expect to have a total accrued sick leave time of less than twenty-four (24.0) hours at the time of the transfer.
- 11.2.2 No one can, by use of this transfer, reduce his or her accrued sick leave to less than forty (40.0) hours.
- 11.2.3 All such transfers shall be approved by the Assistant City Manager.
- 11.2.4 All transfers shall be anonymous to the transferee.

11.3 Bereavement and Special Sick Leave

- 11.3.1 Bereavement leave of up to five (5) working days per incident shall be granted by the City in case of the death or serious illness of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member (or grandparent or grandchild of the unit member or his/her spouse). Up to three days will be granted for bereavement leave requiring travel of 200 miles or less. Up to five days will be granted if travel of more than 200 miles is required.
- 11.3.2 Bereavement leave, or special sick leave in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.
- 11.3.3 Special sick leave, but not Bereavement leave shall be charged against accumulated sick leave.

11.4 Prenatal Leave

11.4.1 Eligibility

All female unit members, regardless of length of service with the City, shall be entitled to take a pregnancy disability leave if they are actually disabled by pregnancy.

11.4.2 Length of Leave

- (a) Leave of up to four (4) months may be taken, as needed, for the period(s) of time a unit member is actually disabled by pregnancy.
- Four (4) months means the number of days the unit member normally would work within that four (4) month period.
 - For example, a full-time unit member who works five (5) eight-hour days per week would be entitled to up to eighty-eight (88) working days of leave, based on an average of twenty-two (22) working days per month for four (4) months.
- (b) A unit member who works fewer than five (5) days a week, or eight (8) hours per day, receives leave on a pro rata or proportional basis.

11.4.3 Intermittent Leave

The leave may be taken intermittently or in a reduced work schedule when medically advisable, as determined by the health care provider of the unit member.

11.4.4 Compensation

The leave is unpaid. A unit member may elect, however, to use accrued sick or vacation leave during the otherwise unpaid portion of the leave. The City may require a unit member to use accrued sick leave during the otherwise unpaid portion of the leave.

11.4.5 Benefits

During the leave, a unit member will receive City-paid benefits at the same level as if the unit member were not on leave. A unit member will continue to accrue seniority during the leave period.

11.4.6 Notice

A unit member must provide the City at least thirty (30) days advanced written notice before leave is to begin. If thirty (30) days advance notice is not practicable, such as because of a lack of knowledge of approximately

when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

11.4.7 Medical Certification of Need for Leave

The City will require medical certification of the need for leave. The medical certificate should contain:

- (a) The date on which the unit member became disabled due to pregnancy;
- (b) The probable duration of the period or periods of disability; and
- (c) An explanatory statement that because of the disability, the unit member is either unable to work at all or is unable to perform any one (1) or more of the essential functions of her position, without undue risk to herself or to other persons, or to the successful completion of her pregnancy.

11.4.8 Release to Return to Work

The City will require a unit member to obtain a release to return to work from her health care provider prior to returning to work.

11.4.9 Reinstatement

A unit member will be reinstated in accordance with FEHC §7291.9.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted to unit members for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When a unit member is on sick leave status, and the unit member has exhausted all accrued sick leave, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause a unit member to lose vacation which could not be carried forward.

11.8 Sick Leave – Conversion at Time of Retirement

Accumulated sick leave will be credited to unit member's length of service upon retirement from the City of Novato and will become a part of the calculation upon which PERS retirement benefits are established.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

12.1 First Five Days

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charges against sick leave, during the first five (5) days off work and any portion thereof, following an industrial accident.

12.1.1 This payment will be provided if the City determines that:

- (a) The accident is, in fact, work related.
- (b) Time off work is necessary as determined by City's physician.
- (c) The duration of the time off work is necessary as determined by City's medical examiner.

12.1.2 Any compensation insurance payments received by the unit member, except for payments received for permanent or partial disability not associated with current injury, shall be deposited in the City treasury for this five (5) day period.

12.2 After First Five Days

After the first five (5) days, or if not in conformance with the above criteria, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides compensation benefits equal to eighty-six percent (86%) of the employee's wage or salary.

12.3 Choice of Physician

The unit member has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the unit member be injured. If the unit member does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor

Code. This does not preclude the unit member from seeking emergency treatment from a physician of the unit member's choice, or from being evaluated by a doctor of the unit member's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at unit member's expense.

If the unit member is still in need of medical care thirty (30) days after the work related and reported injury, the unit member has the right to be treated by a doctor of his/her choice.

12.4 Length of Leave

Industrial accident leave shall begin on the first day of such absence and shall continue for the length of the approved medical leave. When a unit member is on industrial accident leave status and such industrial accident leave time due the unit member has been exhausted, subsequent leave of absence shall first be charged to sick leave accruals, then to compensatory time accruals, and then to vacation accruals. An exception shall be made if such would cause a unit member to lose vacation which could not be carried forward.

12.5 Continuation of Medical Benefits

The City will continue its contribution for medical benefits for a period of up to eight (8) weeks per event for unit members on leave without pay status as the result of on-the-job injuries or illness.

12.6 Safety Incentive Program

The City and Unit D agree to participate in a safety holiday incentive program with the goal of reducing workers' compensation costs. This program is established for Maintenance and Custodial employees. Clerical employees are not eligible for the Safety Incentive Program.

12.6.1 Employees of the Maintenance Worker and Custodian classifications will be placed in one of three sections:

- Parks and Landscaping
- Streets
- Custodian and Maintenance Specialists

12.6.2 If all employees within the Maintenance Worker and Custodian classifications in a designated section complete six (6) months without a work-related injury or illness resulting in more than one-half day (½) of lost time, a "Safety Holiday" will be granted to all employees of that section.

12.6.3 For part-time employees in these sections who are eligible for benefits, the holiday will be prorated. The safety holiday can only be taken in full one (1) day intervals and must be taken within six (6) months of the award; provided, however, that the time may be extended with approval of the Assistant City Manager. The day may be taken as a day off for the whole section or as an individual day off, subject to the approval of the Department Head.

12.7 Light Duty Assignments

The Maintenance Division will provide light duty work assignments, if available, to qualified employees as a method for facilitating the injured employee's return to work. Possible light duty work assignments are listed in Appendix D. This list is intended to aid discussion between the City and the employee about opportunities for light duty assignments. It is not intended as an exhaustive or exclusive list and does not limit the parties' discussion in a manner that is inconsistent with state and federal law.

12.7.1 The duration of the light duty assignment will depend on a number of factors, including whether the employee is demonstrating reasonable progress toward returning to full duty by a lessening of work restrictions.

12.7.2 To be eligible for a light duty assignment:

- (a) The employee must have a release from a physician. The release must clearly state any work restrictions. The City reserves the right to use its own physician.
- (b) Assignments are made by the Supervisors.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

A unit member shall be granted leave of absence with full pay for:

13.1.1 Jury service;

13.1.2 Subpoena of him/her as a witness; or

13.1.3 Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including the 9/80 day off.

Any extra compensation received by the unit member for the above (travel time exempt) shall be remitted by the unit member to the City.

13.2 Leave of Absence Without Pay

Leave of absence without pay is intended to serve the purpose of covering unforeseen or special events and where other leave balances are not available. Approval by the Personnel Director for periods not exceeding a total of five (5) days is required. Approval of leave in excess of a total of five (5) days and up to three (3) months by the City Manager is required. Leaves in excess of three (3) months and up to one (1) year require City Council approval. During such leave of absence, benefits will not be paid unless the unit member elects to reimburse the City for cost; sick leave, vacation or holiday benefits will not be accrued or paid. All leaves of absence without pay must be approved in writing.

13.3 Family Care and Medical Leave

13.3.1 The City shall comply with the requirements of the state and federal Family Medical Leave Acts, as they are in effect or may be amended during the term of this MOU.

13.3.2 Basic rights under the Family and Medical Leave Act of 1993 include:

- (a) Provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” unit members if they have worked for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months for a full-time unit member and for one thousand forty (1,040) hours over the previous twelve (12) months for a part-time unit member.
- (b) Reasons for taking leave: to care for the unit member’s child after birth, or placement for adoption or foster care; to care for the unit member’s spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes the unit member unable to perform the unit member’s job.
- (c) Options exist, for the unit member and the City to substitute certain kinds of paid leave.
- (d) The measuring period for eligibility is twelve (12) months looking backward from the day of leave.

13.3.3 The unit member ordinarily must provide thirty (30) days' advanced notice when leave is "foreseeable." May require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the City's expense) and fitness for duty report to return to work. Requests for leave are submitted to the unit member's Department Head for approval and reviewed by Personnel for consistency with the law prior to approval.

13.3.4 For the duration of the FMLA leave, the City shall continue to provide group health insurance to the same extent that coverage is provided while the unit member is on the job. The City can recover premium costs if the unit member does not return to work.

13.3.5 Upon return from FMLA leave, most unit members must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

14. PROFESSIONAL LEAVE

14.1 Eligible Unit Members

In recognition of the irregular hours and time required by employees in professional positions in the Planning Division who are exempt from overtime provisions, a professional leave program was established effective July 1, 1975.

14.1.1 At times approved by the Department Head, employees in the classifications of Principal Planner and Senior Planner will be granted professional leave equal to the amount of time worked beyond the standard work week.

14.1.2 These positions are exempt from Fair Labor Standards Act provisions for overtime. It is understood that by virtue of their assignments, professional employees are non-time related and that work hours other than the normal work day are a reasonable requirement of the professional classifications.

14.2 Pay in Lieu

If, in the judgment of the City, it becomes practical to pay for time spent beyond the customary work week, such compensation will be one and one quarter (1-1/4) times the base rate of pay.

14.3 Limit on Accrual

A cap of eighty (80) hours of professional leave is allowed and may be carried beyond the established work period. This cap was established to recognize work demands.

14.4 Pay on Separation

Accumulated professional leave time will be paid in cash at one and one-quarter (1-1/4) times the regular rate of pay upon termination.

15. BENEFITS AND INSURANCE

15.1 Plans

15.1.1 Eligibility

- (a) A unit member is eligible for a City contribution for benefits effective the first of the month following date of employment.
- (b) Deductions for benefits (see 15.3.2) shall be made within the month for which coverage is provided.

15.1.2 Enrollment/Withdrawal

- (a) Enrollment in, or withdrawal from, benefit plans shall occur at times established by City policy subject to requirements of the insurance providers.
- (b) Unit members may enroll in available health insurance programs and/or health and welfare plans at such times as carriers allow for open enrollment periods.
- (c) Dependent coverage may be added, or deleted, between open enrollment periods subject to conditions imposed by the selected insurance providers.

15.1.3 Benefit Options

- (a) All unit members must participate in the following:
 - Employee Life Insurance (Basic \$50,000, AD&D)
The City's contribution toward fringe benefits will increase by a corresponding amount to cover the premium. The City's required contribution for this benefit shall not exceed the dollar cost on June 30, 2009.
 - State Disability Insurance
 - Dental Insurance
- (b) Unit members may participate in the following (or may opt out):
 - Employee Disability Income Insurance

- A medical plan available through the PERS Health Plan for employee only, or employee and one (1) dependent, or employee and two (2) or more dependents

15.2 Part-time Unit Members

Regular part-time unit members may participate in the available plans, subject to the following:

- 15.2.1 Upon proper application, a part-time unit member shall receive a pro-rated City Contribution (see 15.3) toward the cost of premiums.
- 15.2.2 Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.
- 15.2.3 The pro-rated contribution shall be based upon the ration of the unit member’s regularly assigned hours to full-time (i.e. four (4) hours per day in a 5/40 schedule equals fifty percent (50%)).

15.3 Required City Contribution for Premiums

15.3.1 The City’s contribution for benefits are set forth in the table below.

	1/1/17	1/1/18	1/1/19
Employee Only	\$1,050	\$1,050	\$1,050
Employee + 1 Dependent	\$1,525	\$1,625	\$1,725
Employee + Family	\$1,775	\$1,875	\$1,975
Cash Out (pre 8/24/10)	Current*	Current*	Current*
Cash Out (post 8/24/10)	\$250	\$250	\$250

* “Current” refers to the amount a member who is not enrolled in a health care plan through the City was receiving as direct income as of July 1, 2014.

15.3.2 Employees Hired After August 24, 2010

Employees hired after the approval of this MOU on August 24, 2010 shall be subject to the following limits on health care cash out.

- a. Employees who enroll in a medical care plan through the City shall receive no cash out of the City’s contribution for health care premiums if the contribution exceeds the amount required to pay the premium.
- b. Employees who do not enroll in a medical plan through the City shall be limited to a health care cash out of no more than Two Hundred Fifty Dollars (\$250.00) per month.

15.3.3 Should the plan(s) cost more than the City's required contribution, each covered unit member shall sign a payroll deduction form and pay the difference by payroll deduction.

15.3.4 If any balance remains after selection of options, such balance shall be added to the unit member's gross salary.

15.4 Benefits and Insurance Committee

The City and the Union will participate in a Citywide committee consisting of members from all Units and management for the purpose of improving/managing the benefit package.

15.5 Domestic Partners

Health and welfare benefits available to employees shall also be available to domestic partners so long as the provider of the benefit covers domestic partners. To qualify for domestic partner benefits, the employee and his or her domestic partner shall be subject to the eligibility and registration requirements established by Section 297 of the State of California Family Code and by the California Secretary of State, as well as any requirements of the benefit provider. This shall include any requirements established by the California Public Employees' Retirement System as a provider of health benefits.

Employees shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.

16. RETIREMENT

16.1 PERS Plan

The City shall provide the California Public Employees' Retirement System (PERS) two (2) percent at fifty-five (55) Local Miscellaneous Members Retirement Program, plus Level IV 1959 Survivors Benefits, plus sick leave credit, plus one (1) year highest compensation benefit; provided, however, that employees hired after September 24, 2011 shall have their retirement benefit:

- a. based on the three highest consecutive years of earnings instead of the single highest year; and
- b. capped at 100% of the reportable compensation used by PERS to calculate the benefit.

16.2 Employer Paid Member Contribution (EPMC)

16.2.1 City Contribution

- a. Effective July 1, 2012, Employer Paid Member Contribution (EPMC) shall be discontinued. Members shall be responsible for 100% of the required employee contribution for PERS.
- b. Employee contributions paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

16.3 PERS Plan Enhancements

The City will amend its contract with CalPERS to add the Pre-Retirement Option 2W Death Benefit (CA Government Code Section 21548). September of 2014 is the soonest the contract can be amended.

17. CAREER LADDERS

Specific career ladders shall be maintained and extended where possible. This program shall be supported by budgetary position allocations which permit promotion through the ranks to the highest non-supervisory, non-specialized position in a series upon qualifying therefor. The City maintains the right, based on program needs and service demands, to set standards of service and determine allocation of positions to meet these needs.

18. WORKING CONDITIONS

18.1 Safe Working Conditions

The City shall provide safe working conditions for all unit members as required by law.

18.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

18.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

18.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

18.5 Alternating Work Spaces

The City agrees to provide notice to recognized employee organization and an opportunity for the organization to provide input before removal or altering of present work spaces in connection with remodeling and/or construction of a new City Administration building.

18.6 Video Display Terminals

The City agrees to provide notice to recognized employee organization and an opportunity for the organization to provide input on safety standards for Video Display Terminals (VDTs).

18.7 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this MOU.

18.8 No Smoking Ordinance

The City adopted a No Smoking Ordinance as detailed in Ordinance 1179.

18.9 Probationary Period

The probationary period of newly hired employees within the bargaining unit shall be a minimum of twelve (12) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to fifteen (15) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

18.10 Break Room

A safety approved space heater will be provided for City Hall break room.

18.11 Layoff Procedure

The City will use Rule 12 of the proposed revisions to the Personnel Rules and Regulations Resolution as a layoff procedure when any such layoff only affects members of Unit D.

During the term of this MOU, the Management Systems Task Force (MSTF) shall consider strategies for avoiding layoffs should the City need to implement budget reductions. The MSTF will consider revenue enhancements, expenditure reductions, operating efficiencies and other appropriate actions. The MSTF shall make recommendations to the City Manager.

19. TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES

Bargaining unit members shall be subject to testing for alcohol and controlled substances in accordance with City-adopted policy.

20. CONCERTED ACTIVITIES

20.1 Definition Strike/Work Stoppage

As used in this section, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

20.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

20.3 Strike Sanctions

If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the Municipal Employee Relations Officer may suspend or revoke the recognition granted to such

employee organization, may suspend or cancel any or all payroll deductions payable to such organization, and prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by such organization.

20.4 Lockout

The City agrees not to engage in any lockout.

20.5 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law.

21. GRIEVANCE

All disputes arising under this MOU shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in Resolution 25-99.

As an alternative to the Procedures set forth in Resolution 25-99, the Union may submit to arbitration any grievance that alleges a violation, misinterpretation or misapplication of a specific term of this MOU. If this election is made, the arbitrator shall render a decision (which shall include findings of fact and conclusions of law) that is binding.

22. DISCIPLINARY ACTION

All disputes arising under this MOU shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in Resolution 14-99.

23. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this MOU, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this MOU, notwithstanding, any other provisions of laws to the contrary, or as provided for in this MOU.

24. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin.

25. TERM

25.1 Initial Term

This MOU shall be in effect from either July 1, 2016 or ratification by both parties, whichever occurs later, through and including June 30, 2019.

25.2 Continuation

This MOU shall continue in effect thereafter from year to year unless either party gives written notice to the other at least one hundred twenty (120) calendar days, prior to the expiration of the Initial Term (see 25.1 above), of its intent to terminate or modify this MOU.

26. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by the Union or the City Manager during the Initial Term of this MOU (Article 25) except as provided for in this MOU.

27. MOU DISTRIBUTION

The City agrees to provide the Union with a copy of this MOU in electronic form (a CD, DVD or other mutually acceptable format). From this file, the Union will be responsible for distributing sufficient copies to its membership.

IN WITNESS WHEREFORE, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding for the term set forth in Article 25, above.

For SEIU 1021:

For the CITY OF NOVATO:

Barry Greer
Employee Representative

Regan M. Candelario
City Manager

Charles Johnson
Employee Representative

Dan Weakley
Human Resources Manager

Ryan Miller
Employee Representative

Ronele Schafer
Employee Representative

Michael Vioria
Field Representative, SEIU 1021

Lisa Maldonado
Area Director, SEIU 1021

John Stead-Mendez
Executive Director, SEIU 1021

APPENDIX A
REPRESENTED CLASSES

UNIT D

Building:

- Senior Building Inspector
- Building Inspector II
- Building Inspector I
- Senior Code Compliance Officer
- Permit Technician
- Code Compliance Officer

Clerical:

- Development Permit Supervisor
- Office Supervisor
- Administrative Technician
- Application Support Technician
- Senior Office Assistant
- Reprographics Technician
- Reprographics Assistant
- Office Assistant II
- Office Assistant I

Finance:

- Payroll and Accounting Technician
- Senior Accounting Assistant
- Accounting Assistant II
- Accounting Assistant I

Information Technology:

- Network and Systems Administrator
- Application Support Technician
- Information Technician

Engineering:

- GIS Coordinator
- Principal Engineering Technician
- Senior Engineering Technician
- Engineering Technician II
- Engineering Technician I

Maintenance:

- Maintenance Supervisor

Equipment Maintenance Supervisor
Senior Equipment Technician
Equipment Technician
Senior Maintenance Worker
Maintenance Worker
Custodian Supervisor
Senior Custodian
Custodian

Recreation:

Recreation Supervisor
Recreation Coordinator
Childcare Teacher
Gymnastics Instructor
Volunteer Coordinator

Planning:

Principal Planner
Senior Planner
Planner II
Planner I

**APPENDIX B
SALARIES**

(Effective July 1, 2016)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Account Assistant I	3,468	3,642	3,824	4,015	4,216
Account Assistant II	3,816	4,006	4,207	4,417	4,638
Administrative Technician	4,477	4,701	4,936	5,183	5,442
Application Support Technician	4,088	4,292	4,507	4,732	4,969
Building Inspector I	5,316	5,581	5,861	6,154	6,461
Building Inspector II	5,815	6,106	6,411	6,732	7,069
Childcare Teacher	3,447	3,619	3,800	3,990	4,189
Code Enforcement Officer	4,894	5,139	5,396	5,666	5,949
Custodian	3,524	3,700	3,885	4,079	4,283
Development Permit Supervisor	4,906	5,151	5,409	5,679	5,963
Engineering Project Coordinator	6,028	6,329	6,645	6,978	7,327
Engineering Technician I	4,228	4,440	4,662	4,895	5,140
Engineering Technician II	4,767	5,005	5,256	5,518	5,794
Equipment Maintenance Supervisor	6,194	6,504	6,829	7,170	7,529
Equipment Technician	4,822	5,063	5,316	5,582	5,861
Facilities Maintenance Supervisor	6,032	6,334	6,651	6,983	7,333
GIS Coordinator	6,471	6,794	7,134	7,491	7,865
Gymnastics Instructor	4,565	4,794	5,033	5,285	5,549
Information Technology Technician	5,021	5,273	5,536	5,813	6,104
Maintenance Supervisor	6,032	6,334	6,651	6,983	7,333
Maintenance Worker	4,097	4,302	4,517	4,743	4,980
Network & Systems Administrator	7,333	7,700	8,085	8,489	8,914
Office Assistant I	3,218	3,379	3,548	3,726	3,912
Office Assistant II	3,540	3,717	3,903	4,098	4,303

**APPENDIX B
SALARIES**

(Effective July 1, 2016)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Payroll & Accounting Technician	4,422	4,643	4,876	5,119	5,375
Permit Technician	4,283	4,497	4,722	4,958	5,206
Planner I	5,451	5,724	6,010	6,310	6,626
Planner II	5,988	6,287	6,602	6,932	7,278
Police Officer Trainee	5,205	5,465	5,739	6,026	6,327
Principal Engineering Technician	5,866	6,160	6,468	6,791	7,131
Principal Planner	7,360	7,728	8,115	8,520	8,946
Recreation Coordinator	4,055	4,258	4,471	4,695	4,929
Recreation Supervisor	5,508	5,783	6,072	6,376	6,695
Reprographics Assistant	3,540	3,717	3,903	4,098	4,303
Reprographics Technician	3,937	4,133	4,340	4,557	4,785
Senior Accounting Assistant	4,196	4,406	4,626	4,858	5,100
Senior Building Inspector	6,090	6,394	6,714	7,050	7,402
Senior Code Enforcement Officer	5,139	5,396	5,666	5,949	6,247
Senior Custodian	4,033	4,235	4,446	4,669	4,902
Senior Engineering Technician	5,281	5,546	5,823	6,114	6,420
Senior Equipment Technician	5,325	5,591	5,870	6,164	6,472
Senior Maintenance Worker	4,517	4,742	4,980	5,229	5,490
Senior Office Assistant	3,894	4,089	4,293	4,508	4,733
Senior Planner	6,831	7,173	7,531	7,908	8,303
Technology Business Analyst	6,524	6,850	7,192	7,552	7,930
Volunteer Coordinator	4,055	4,258	4,471	4,695	4,929

**APPENDIX B
SALARIES**

(Effective July 1, 2017)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Account Assistant I	3,573	3,751	3,939	4,136	4,342
Account Assistant II	3,930	4,127	4,333	4,550	4,777
Administrative Technician	4,611	4,842	5,084	5,338	5,605
Application Support Technician	4,211	4,421	4,642	4,874	5,118
Building Inspector I	5,475	5,749	6,036	6,338	6,655
Building Inspector II	5,990	6,290	6,604	6,934	7,281
Childcare Teacher	3,550	3,727	3,914	4,109	4,315
Code Enforcement Officer	5,041	5,293	5,558	5,836	6,127
Custodian	3,629	3,811	4,001	4,201	4,411
Development Permit Supervisor	5,053	5,306	5,571	5,849	6,142
Engineering Project Coordinator	6,209	6,519	6,845	7,187	7,547
Engineering Technician I	4,356	4,573	4,802	5,042	5,294
Engineering Technician II	4,910	5,155	5,413	5,684	5,968
Equipment Maintenance Supervisor	6,380	6,699	7,034	7,386	7,755
Equipment Technician	4,967	5,215	5,476	5,749	6,037
Facilities Maintenance Supervisor	6,214	6,525	6,851	7,193	7,553
GIS Coordinator	6,665	6,998	7,348	7,715	8,101
Gymnastics Instructor	4,702	4,937	5,184	5,443	5,715
Information Technology Technician	5,172	5,431	5,703	5,988	6,287
Maintenance Supervisor	6,214	6,525	6,851	7,193	7,553
Maintenance Worker	4,220	4,431	4,653	4,885	5,129
Network & Systems Administrator	7,554	7,931	8,328	8,744	9,181
Office Assistant I	3,315	3,481	3,655	3,837	4,029
Office Assistant II	3,646	3,829	4,020	4,221	4,432

**APPENDIX B
SALARIES**

(Effective July 1, 2017)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Payroll & Accounting Technician	4,555	4,782	5,022	5,273	5,536
Permit Technician	4,411	4,632	4,864	5,107	5,362
Planner I	5,615	5,896	6,190	6,500	6,825
Planner II	6,167	6,476	6,799	7,139	7,496
Police Officer Trainee	5,361	5,629	5,911	6,206	6,517
Principal Engineering Technician	6,043	6,345	6,662	6,995	7,345
Principal Planner	7,581	7,960	8,358	8,776	9,214
Recreation Coordinator	4,177	4,386	4,605	4,835	5,077
Recreation Supervisor	5,673	5,957	6,255	6,567	6,896
Reprographics Assistant	3,646	3,829	4,020	4,221	4,432
Reprographics Technician	4,055	4,257	4,470	4,694	4,929
Senior Accounting Assistant	4,322	4,538	4,765	5,003	5,253
Senior Building Inspector	6,272	6,586	6,915	7,261	7,624
Senior Code Enforcement Officer	5,294	5,558	5,836	6,128	6,434
Senior Custodian	4,154	4,362	4,580	4,809	5,049
Senior Engineering Technician	5,440	5,712	5,998	6,298	6,613
Senior Equipment Technician	5,484	5,758	6,046	6,349	6,666
Senior Maintenance Worker	4,652	4,885	5,129	5,385	5,655
Senior Office Assistant	4,011	4,211	4,422	4,643	4,875
Senior Planner	7,036	7,388	7,757	8,145	8,552
Technology Business Analyst	6,720	7,056	7,409	7,779	8,168
Volunteer Coordinator	4,177	4,386	4,605	4,835	5,077

**APPENDIX B
SALARIES**

(Effective July 1, 2018)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Accounting Assistant I	3,679	3,863	4,056	4,259	4,472
Accounting Assistant II	4,048	4,250	4,463	4,686	4,920
Administrative Technician	4,750	4,987	5,236	5,498	5,773
Application Support Technician	4,337	4,554	4,781	5,021	5,272
Building Inspector I	5,639	5,921	6,217	6,528	6,855
Building Inspector II	6,170	6,478	6,802	7,142	7,499
Childcare Teacher	3,656	3,839	4,031	4,233	4,444
Code Enforcement Officer	5,192	5,452	5,724	6,010	6,311
Custodian	3,738	3,925	4,121	4,327	4,543
Development Permit Supervisor	5,205	5,465	5,738	6,025	6,326
Engineering Project Coordinator	6,395	6,715	7,051	7,403	7,773
Engineering Technician I	4,486	4,710	4,946	5,193	5,453
Engineering Technician II	5,057	5,310	5,576	5,854	6,147
Equipment Maintenance Supervisor	6,571	6,900	7,245	7,607	7,988
Equipment Technician	5,116	5,371	5,640	5,922	6,218
Facilities Maintenance Supervisor	6,400	6,720	7,056	7,409	7,780
GIS Coordinator	6,865	7,208	7,568	7,947	8,344
Gymnastics Instructor	4,843	5,085	5,339	5,606	5,886
Information Technology Technician	5,328	5,594	5,874	6,167	6,476
Maintenance Supervisor	6,400	6,720	7,056	7,409	7,780
Maintenance Worker	4,346	4,564	4,792	5,031	5,283
Network and Systems Administrator	7,780	8,169	8,577	9,006	9,456
Office Assistant I	3,414	3,585	3,764	3,952	4,150
Office Assistant II	3,756	3,943	4,141	4,348	4,565

**APPENDIX B
SALARIES**

(Effective July 1, 2018)

<i>Classifications</i>	STEP				
	Entry	2	3	4	Top
Payroll and Accounting Technician	4,691	4,926	5,172	5,431	5,702
Permit Technician	4,544	4,771	5,009	5,260	5,523
Planner I	5,783	6,073	6,376	6,695	7,030
Planner II	6,352	6,670	7,003	7,353	7,721
Police Officer Trainee	5,522	5,799	6,088	6,393	6,713
Principal Engineering Technician	6,224	6,535	6,862	7,205	7,565
Principal Planner	7,808	8,198	8,608	9,038	9,490
Recreation Coordinator	4,302	4,517	4,743	4,980	5,229
Recreation Supervisor	5,844	6,136	6,443	6,765	7,103
Reprographics Assistant	3,756	3,943	4,141	4,348	4,565
Reprographics Technician	4,177	4,386	4,605	4,835	5,077
Senior Accounting Assistant	4,451	4,674	4,908	5,153	5,411
Senior Building Inspector	6,460	6,783	7,123	7,479	7,853
Senior Code Enforcement Officer	5,452	5,725	6,011	6,311	6,627
Senior Custodian	4,278	4,492	4,717	4,953	5,200
Senior Engineering Technician	5,604	5,884	6,178	6,487	6,811
Senior Equipment Technician	5,649	5,931	6,228	6,539	6,866
Senior Maintenance Worker	4,792	5,032	5,283	5,547	5,825
Senior Office Assistant	4,131	4,338	4,554	4,782	5,021
Senior Planner	7,247	7,609	7,990	8,389	8,809
Technology Business Analyst	6,921	7,268	7,631	8,012	8,413
Volunteer Coordinator	4,302	4,517	4,743	4,980	5,229

APPENDIX C
OVERTIME ASSIGNMENTS - MAINTENANCE WORKERS

Each overtime crew will have a minimum of two workers, one of which may be a supervisor. Overtime work will be assigned to those who have the knowledge and skills to complete the work. The Maintenance Superintendent shall be the final authority in determining who has the knowledge and skills for any given overtime job and in determining the emergency status of overtime assignments.

The Maintenance Superintendent or designee shall keep a log of overtime assignments. Overtime assignments shall be made as follows:

1. First, a supervisor will be designated to oversee the overtime operation. In this case, a supervisor may also be a lead worker.
2. There may, in the opinion of the supervisor, be a need for only a two (2) man crew of which the supervisor may or may not be a member.
3. Assignment shall next be made to the first available employee(s) having the necessary knowledge and skills for the work and having overtime accrued during the last twelve (12) months. In cases of emergency the employee who is able to respond first or fastest may be assigned, regardless of overtime history.
4. Backup personnel shall be assigned on the following basis:
 - A. First, assignments shall be made from the division or section that would normally perform the work.
 - B. Second, assignments shall be made to those employees having the least overtime during the last twelve (12) months.
 - C. If, on two different occasions an employee is contacted but unable to perform the overtime, then for purpose of determining overtime assignment order only, that employee shall be credited with two (2) hours of overtime.
 - D. If, after three occasions, an employee contact is attempted but unsuccessful, that employee, for purpose of determining overtime assignment order only, shall be credited with two (2) hours of overtime.
5. In emergencies, overtime assignments shall be made on the basis of expediency. In such a case, a history of prior responses and nearness of an employee's residence to the corporation yard may be taken into account.
6. It is understood that the City's policy is to keep overtime costs to a minimum. The adherence to this policy may upon occasion effect the assignment of overtime.

APPENDIX D
LIGHT DUTY ASSIGNMENTS - MAINTENANCE WORKERS

- Criteria:
- 1) Physical restrictions must be clearly defined by Physician.
 - 2) There is no cap to number of days worked at light duty status, however, the duration will depend on a variety of factors including whether the employee is demonstrating reasonable progress toward returning to full duty by a lessening of work restrictions.
 - 3) To the extent possible, light duty assignments will be made within the crew environment, however, assignments will be made in other work areas if the crew environment is not practical.

Assignments are made by Supervisors, not selected by employees.

1. Wash, wax, and vacuum vehicles.
2. Clean up debris in Corp. Yard.
3. Sweep out shop and work areas.
4. Pick up litter in yard and Hazmat Storage Area.
5. Cut weeds along yard fences.
6. Repair portable barricades (stencil and stamp).
7. Make sweeper brooms.
8. Misc. yard painting projects.
9. Clean tools and equipment.
10. Wash cones and delineators.
11. Clean employee locker room.
12. Repaint equipment shed.
13. Clean cobwebs around shop overhang.
14. Update inventories/data input.
15. Clean and paint equipment, i.e., trailers.

16. Clean and vacuum office trailer.
17. Litter pickup: DeLong Avenue (Reichert to 101)
 - So. Novato Boulevard Arthur to Sunset
 - So. Novato Boulevard at Arroyo Avichi Bypass
 - Novato Boulevard
 - San Marin Drive
 - Ignacio O.C.
 - Scottsdale Marsh area
 - Simmons Lane near Pioneer Park
18. Paint street end barricades.
19. Cut weeds:
 - Roadside edges
 - Sidewalks
 - Open space entrances
 - Bike Path edges
 - Pedestrian walkways
 - Open Space firebreaks
 - Undeveloped park areas
20. Paint water tanks.
21. Paint park restrooms and storage boxes.
22. Paint and stencil trash cans.
23. Clean and paint park signs.
24. Clean traffic stencils.
25. Straighten out street tree weeks (bricks, weeds and litter).

26. Clean up nursery and greenhouse.
27. Hand water non-irrigated landscape parcels.
28. Repaint yard sheds and storage buildings.
29. Straighten out/restack materials in outside storage areas.
30. Interior painting at Yard (restroom, shop walls).
31. Waterseal exposed wood surfaces throughout park system.
32. Replace wood slats in City owned sidewalk benches.
33. Sweep up debris (Lynwood Park, parking turnouts, bike paths).
34. Straighten out storerooms (safety cage, irrigation cage, etc.)
35. Purge records in storage.
36. Help Traffic Technician with record keeping, as needed.

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