

MEMORANDUM OF UNDERSTANDING

between

SERVICE EMPLOYEES' INTERNATIONAL UNION Local 1021

and The City of Sausalito

July 1, 2023 through June 30, 2026

MEMORANDUM OF UNDERSTANDING

SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 1021

July 1, 2023 through June 30, 2026

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAUSALITO

and

SEIU, LOCAL 1021

GENERAL AND MID-MANAGEMENT UNIT

July 1, 2023 through June 30, 2026

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

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

This Memorandum of Understanding shall be presented to the Sausalito City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2023 through June 30, 2026.

SECTION 1. RECOGNITION

1.1 UNION RECOGNITION

The SEIU, Local 1021, hereinafter referred to as the "Union," is recognized as the majority employee organization for the General Employees Bargaining Unit comprised of employees as defined in Section 3.1 and employees assigned to those classifications listed in Section 5.3. Newly hired employees in the specified classifications shall be notified that the Union is the recognized bargaining representative for employees in that classification. The Union shall be notified by the City of the name and classification of all newly hired employees and terminating employees. Upon the request of the Union, the City shall forward to the Union a listing of employees in those classifications represented by the Union.

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The Union may, by written notice to the City, designate certain of its members as Employee Representatives. Such Representatives shall be permitted reasonable time during working hours for Union business within the scope of representation including the right to assist members to process informal grievances. The Representative shall secure permission from their supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

1.2 UNION RIGHTS

1.2.1 NEW EMPLOYEE ORIENTATION

- a. As part of the new employee orientation process, the City shall notify new employees represented by SEIU that the Union is the recognized employee organization for the employee's classification. Within 45 calendar days of hire into an SEIU bargaining unit position, the Union shall have the opportunity to make a 30-minute presentation to new employees. One Union designee shall be granted 30 minutes of release time to meet with new employees for this purpose. The City shall notify the Union as soon as reasonably possible of a new employee's start date. In all cases, the City shall notify the Union of a new employee's start date within two working days of the new employee clearing their background check.
- b. City management/designees shall not be present at any orientation program or makeup session conducted by the Union with employees.

1.2.2 BULLETIN BOARDS

The City shall provide bulletin board spaces for the posting of Union materials. Bulletin boards shall be located in mutually acceptable areas.

1.3 DUES DEDUCTION

1.3.1 DUES PROCESSING

- a. The employer shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.
- b. Deductions for dues, COPE or other Union-sponsored program shall start the first full pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- c. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

- d. The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions. Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues. The City shall honor any changes to membership dues deduction amounts provided by the Union. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- e. The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

1.3.2 DATA PERTAINING TO DEDUCTIONS

The employer shall produce to SEIU Local's 1021 Membership Department every thirty (30) days, on a regular ongoing basis, a malleable electronic file containing the following information for all current employees covered by this Agreement:

1. Full Name (first, middle, last, suffix)
2. Employee Number (if the City adopts Employee numbers)
3. Job Title
4. Department
5. Work Location
6. Telephone numbers, including personal cellphone, home phone and work phone
7. Personal email address, as provided by the employee
8. Home Address

1.4 COPE CONTRIBUTIONS

The City will cooperate with the Union to allow Union Committee on Political Education (COPE) contributions to be made through payroll deduction.

1.5 CITY RECOGNITION

The City Manager, or any management representative duly authorized by the City Manager, is the representative of the City of Sausalito, hereinafter referred to as the "City," in employer-employee relations.

2. SECTION 2. NO DISCRIMINATION

There shall be no discrimination by the Union or City or by anyone employed by the City against any employee or applicant for employment on the basis of any status protected by Federal, State or local law, or legitimate Union activities, including the protections for union activity set forth in the Meyers-Milias-Brown Act (Cal. Govt. Code § 3500 *et seq.*) The protected statuses as of July 2022 include but are not limited to actual or perceived race (including hair textures or protected hairstyles), color, ancestry, national origin, religious creed, sex (including gender, gender identity, gender expression), pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation (including homosexuality, bisexuality, heterosexuality), genetic characteristics or information, marital status, and

military or veteran status. And, to the extent prohibited by applicable State and federal law, there shall be no discrimination because of actual or perceived age, physical or mental disability or medical condition.

3. SECTION 3. PROBATIONARY STATUS

3.1_CLASSIFICATION OF EMPLOYEES

A probationary or permanent full-time employee is defined as an employee in an authorized position who is required to be brought into membership in the State Public Employees Retirement System. Probationary or permanent full-time employees shall be compensated at the monthly rates described in sections of this Memorandum of Understanding and such employees are entitled to all employee benefits, in accordance with the various provisions of this Memorandum of Understanding. "Authorized Position" means a position listed in Section 5 "Salaries" that has received funding in the City's annual budget.

3.2_PROBATIONARY PERIOD

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments shall be for a period of twelve (12) months and the period for promotional appointments shall be six (6) months.

During the original probationary period an employee may be terminated at any time without the right of appeal in any manner except as mandated by state or federal law. Notification of termination in writing shall be served on the probationer.

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed unless the employee is discharged for cause or unless the former position has been eliminated by the City.

3.3_OUT OF CLASS PAY

Employees assigned by the department head or City Manager to work out of class shall be paid an additional 5% (five percent) of their regular rate of pay. No employee shall be assigned to work out of class for longer than one

(1) year unless special circumstances exist that requires such a lengthy assignment. In the event that an employee is assigned to work out of class for more than one (1) year, the employee shall be paid an additional 10% (ten percent) of their regular rate of pay.

Unless otherwise determined by CalPERS, the 5% or 10% out of class premium is not pensionable compensation.

3.4_ACTING PAY

When an employee is assigned to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee, said employee will be compensated at 5% above their base salary. If the employee is placed in an acting assignment as a result of a vacancy in the higher-level position and the City is actively recruiting to fill that vacancy, such acting assignment will be limited to 960 hours per fiscal year, consistent with CalPERS regulations.

SECTION 4. DISCIPLINARY ACTION

4.1_DISCIPLINE

A permanent employee (i.e. an employee who has completed their probationary period as set forth in section 3.2) may be dismissed, suspended, demoted, or reduced in pay only for cause by the employee's department head. Written notice of the proposed disciplinary action shall be given to the employee and shall include a statement of the reasons for the proposed action.

4.2_APPEAL PROCEDURE

Step 1. The City will provide a copy of the "Skelly" Notice of Intent to discipline and documentation that was relied upon to the employee. The Notice of Intent to Discipline will describe the employee's right to a Union representative and the City's obligation to provide the Notice to the Union representative at the Request of the employee (e.g., "You have the right to request a Union representative to attend the Skelly meeting. The City will provide a copy of this Notice to the Union based upon your request.") Within ten (10) calendar days after submission of the notice of the dismissal, suspension, demotion or reduction in pay the employee may submit a written reply and/or request for a "Skelly" hearing to the City Manager in response to the charges made against him or her. The City Manager shall investigate the issues involved and, within ten (10) working days of receipt of the written request from the employee, schedule a meeting with the employee and the Union representative. At this meeting, the City Manager shall attempt to reach a satisfactory resolution of the appeal. The City Manager shall have ten (10) working days following this meeting in which to reply in writing.

Step 2. If the employee and Union are not satisfied with the City Manager's response in Step 1, the Union may, within ten (10) calendar days of the City Manager's reply, request review by a disinterested third party selected from a list of ten (10) candidates provided by the State Mediation and Conciliation Service. If the parties cannot mutually agree on the party to be selected, it shall be determined by lot which party may first strike a name from the list. The parties shall alternately strike one (1) name and the last name remaining shall be selected. Each side will bear its own costs for said mediation, and the actual cost for the service will be shared equally between the City and the Union. The report of the disinterested third party shall be advisory only and shall not be binding.

Step 3. The report of the disinterested third party shall be submitted to the Union and to the City Manager. The City Manager shall consider the report of the disinterested third party and, within ten (10) working days, notify the Union in writing whether or not his or her previous position has been modified.

Step 4. If the employee and the Union are not satisfied with the City Manager's position in response to the report of the disinterested third party, the Union may, within ten (10) calendar days submit a written request for a hearing before the City Council. Upon such a request, the City Council shall schedule a hearing within thirty (30) calendar days. The decision of the City Council shall be final.

4.3_OTHER DISCIPLINARY ACTION

When the department head imposes discipline, other than what is specified in Section 4.1, the employee may submit, within ten (10) calendar days of the discipline, a written request for an administrative appeal to the City Manager. The City Manager shall review the discipline and pertinent information and then shall render a decision within 10 working days of receipt of the request for an administrative appeal. The City Manager's decision shall be final.

SECTION 5. SALARIES

5.1_PAY PERIODS

Salaries are paid on a bi-weekly basis. Each pay period shall begin at 00:01 a.m. Sunday and continue up to and including 24:00 midnight Saturday two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during that payroll period. There are twenty-six (26) pay periods per year.

5.2_DEFINITION OF YEAR

For purposes of calculating pay and benefits, the end of the year shall be defined as the last day of the last full pay period of the fiscal year.

5.3_SALARY SCHEDULES

Effective July 1, 2012, the City implemented a seven (7) step compensation system for each job classification by adding two lower steps to the current five (5) step classification system.

5.3 (A) SALARIES EFFECTIVE July 1, 2023:

Effective July 1, 2023, SEIU bargaining unit employees' monthly compensation shall be increased by 8%. The monthly compensation in the job classification represented by the SEIU bargaining unit is delineated on the table attached as Appendix A:

5.3 (B) SALARIES EFFECTIVE JULY 1, 2024:

Effective July 1, 2024, SEIU bargaining unit employees' monthly compensation shall be increased by 2%. The monthly compensation in the job classification represented by the SEIU bargaining unit is delineated on the table attached as Appendix B.

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5.3 (c) SALARIES EFFECTIVE JULY 1, 2025:

Effective July 1, 2025, SEIU bargaining unit employees' monthly compensation shall be increased by 3%. The monthly compensation in the job classification represented by the SEIU bargaining unit is delineated on the table attached as Appendix C.

5.4_PROMOTIONS

An employee who receives a promotion from one (1) classification to a classification with a greater pay rate shall receive a promotional rate increase to a new rate which shall place the employee at the appropriate step in the new classification to provide a minimum of a five percent (5%) increase in pay.

5.5_Y RATE

Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary, or occupying a position in a class, the salary rate or range for which is reduced, shall continue to receive his or her present salary with no increase in pay until the salary range exceeds the incumbent's salary. Such salary shall be designated as a "Y" rate.

5.6_LONGEVITY PAY

Employees in this bargaining unit shall be awarded longevity pay of 0.375% of salary per pay period after completion of five (5) years of service, 0.75% of salary per pay period after completion of ten

(10) years of service, 1.125% of salary per pay period after completion of fifteen (15) years of service and 1.5% of salary per pay period after completion of twenty (20) years of service. Any longevity pay benefit shall be implemented effective the first full pay period following completion of the applicable years of service (e.g. an employee who completes five years of service on July 7, 2019 shall have their longevity benefit implemented effective the second pay period of July 2019).

SECTION 6. HOURS OF WORK

6.1_NORMAL SCHEDULE

The normal schedule for employees occupying full-time positions shall consist of seventy-two (72) hours within a fourteen (14) day work period, thirty-six (36) hours per week. The normal schedule for full-time positions for Wastewater employees shall consist of eighty (80) hours to be worked within a fourteen (14) day work period, forty (40) hours per week.

6.2_NORMAL WORKDAY

The normal workday shall not exceed ten (10) hours. Employees shall receive at least one-half (1/2) hour off without pay during the above normal workday for lunch or dinner, with the length of any given lunch or dinner period to be determined by the employee's supervisor and based on workload demands.

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6.3_OVERTIME

All employees shall be paid overtime in accordance with the Fair Labor Standards Act. Employees assigned to work more than the number of hours per day or hours per period as specified in Sections 6.1 and 6.2 above shall be paid overtime at the rate of one and one-half (1 ½) times their base hourly rate of pay for each one-quarter (1/4) of an hour or portion thereof for such time worked in excess of the normal day, normal work week, normal work period, and for all hours worked on a scheduled day off. Employees may agree to work outside their normal schedule or workday in exchange for an equal amount of time off during the pay period.

6.4_COMPENSATORY TIME OFF

Employees assigned to work overtime may elect to be paid in either overtime pay or compensatory time off. However in no case shall compensatory time balances exceed eighty (80) hours at any time. Compensatory time off balances may not exceed forty (40) hours at the end of each calendar year. By December 31 of each year, each employee's compensatory time off bank shall be reduced to a year-end cap of forty (40) hours, and the employee shall be paid in cash for any compensatory hours reduced to achieve the year-end cap of forty (40) hours.

6.5_CALL BACK

Call back pay shall be paid to permanent full-time employees who are called into work while off duty. Such call back pay shall be paid at one and one-half (1 ½) times the base hourly rate of pay. A minimum of three (3) hours of call back pay at the one and one-half (1 ½) rate shall be paid for recall. Compensation shall begin at the time initial contact is made while off duty and end when the employee has returned home. The City shall have the right to establish reasonable travel time for call back pay purposes only between employees' homes and the place of work. If call back time exceeds three (3) hours, at the beginning of the fourth hour, additional overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

6.6_WORK HOURS

The normal workday provided for in Section 6.2 may be adjusted on an individual employee basis to allow consideration of commute, child care or other personal matters, with the prior approval of the department head and in accord with applicable federal and state laws.

In the event of disagreement between the employee and the department head, the employee may appeal the department head's decision to the City Manager. In such case, the employee may have their employee representative present during the appeal.

6.6_(A) HOURS OF WORK – REDUCED WORKWEEK

1. The "normal schedule" as defined in Section 6.1 for all SEIU-represented positions will be thirty-six (36) hours per week exclusive of the WW Collection Systems Coordinator, WW Collection Systems Worker I/II, and Senior WW Collection Systems Worker positions who will remain on a 40-hour schedule. The 36-hour week and 40-hour week schedules are both considered full-time.

2. For purposes of benefit and accrual calculations this thirty-six (36) hour workweek will be considered “full time” and employees benefits and accruals will not be pro-rated.
3. Employees working a 36-hour workweek shall be eligible for overtime pay for all hours worked in excess of thirty-six (36) in a workweek and for all hours worked on a scheduled day off.
4. Unless otherwise directed by their Department Head or supervisor, employees in this unit, except as excluded in (1) above, will be scheduled for four nine-hour days with three consecutive days off each week. Many members of this unit will work a Monday – Thursday 9-hour a day schedule. Certain departments and divisions such as Library, Recreation, and Public Works Maintenance and Landscaping must react to events, maintenance, and construction or repair schedules and may work slightly different schedules and days. Regular schedules will consist of no more than thirty-six (36) hours per week with 3 consecutive days off each week. Scheduled start and stop times are at the discretion of the supervisor and Department Head, however, the City values quality of life and work / life balance, as well as alternate commute options. As such, Department Heads are encouraged to work with employees to set off-peak schedules that minimize commute time while still promoting safe work practices and continuity of service to the community. In the event of a dispute over start and stop times between employees and Department Heads, the parties will meet to discuss ways of resolving the dispute including rotating start/stop times, commuter incentives, van pools, or other solutions.
5. Employees may still be requested or required by their supervisor to call back to work or work overtime outside of their regularly scheduled shifts. Such call back or overtime work will be administered as set forth in sections 6.3 and 6.5 of the parties’ MOU, except as set forth in section 8 below.
6. An employee's normal work schedule will not be changed without seven (7) calendar days advance, written notice. Emails may serve as written notice. Exceptions may be made in emergency situations or in response to unforeseen illness in the department.
 - a. For purposes of this section, an “Emergency Situation” is defined as a sudden, unplanned event requiring a police response, shelter in place, or a Council, State, or Federal declared emergency or disaster.
 - b. In all cases of a schedule change without seven (7) calendar days advance, written notice to the employee, the employee will be compensated at 1.5 x base hourly rate for all hours worked outside the hours of the employee’s normally scheduled shift until 7 days’ notice has effectively passed.
 - c. For purposes of this section, the employee’s “normally scheduled shift” shall be defined as the shift assigned to that employee by the Department’s scheduling software or other regular scheduling procedure, prior to the imposed change.
 - d. Schedule changes that do not have mutual agreement between the employee and the City, or that are not made for emergency situations/unforeseen illness as defined above, shall be made by the City no more than once every 2 months.
7. Employees working a 36-hour workweek will observe ten nine-hour holidays (Observed holidays for this 36-hour schedule, are set forth in section 7.3 of the MOU) plus eighteen (18) floating holiday hours. Floating holiday hours shall be administered consistent with Section 7.6 of the MOU.

6.7_EMERGENCY PAID LEAVE

In the event that an emergency is declared that impacts City facilities or operations and results in the closure of any

facilities, employees regularly assigned to work in a closed worksite may be required, at the discretion of the Agency, to report to a worksite other than their regular worksite to assist in emergency duties as a Disaster Service Worker, to a non-impacted worksite for regular duties, or to work from home if telework is available.

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

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

The above section also applies if an employee is unable to work because the employee has been ordered to evacuate their permanent residence and is unable to safely report to work due to natural disaster or other government-declared emergency.

6.8_MEAL ALLOWANCE

The City will pay a meal allowance up to \$12.00 for employees who work four (4) or more paid hours of overtime. Employees shall be provided with a meal appropriate for the time of day for each four (4) hour period of overtime worked outside of the employee's regular work hours.

SECTION 7. HOLIDAYS

7.1_40 HOUR SCHEDULES AND 36 HOUR SCHEDULES

Permanent and probationary full-time employees assigned to work a 40 hour or 36 hour per week schedule are entitled to take the following authorized holidays off work at full pay, not to exceed the normal work schedule for any one (1) day (one day = 8 hours for employees on the 40 hour schedule; one day = 9 hours for employees on the 36 hour schedule):

January 1	New Years' Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth National Independence Day
July 4	Independence Day
First Monday in September	Labor Day

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Fourth Thursday in November	Thanksgiving Day
Friday after the fourth Thursday in November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Floating Holiday Hours	Sixteen (16) Hours for employees on "5-40" schedule; eighteen (18) hours for employees on the 36hour schedule

7.2_HOLIDAYS ON SATURDAY OR SUNDAY

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

7.3_HOLIDAY COMPENSATION

(a) If the authorized holiday falls on the employee's regular day off, and the employee is not required to work, the employee shall receive, in addition to their regular compensation, either holiday pay which shall be paid at straight time for each hour that would have been spent on duty during the holiday had the employee been required to work, or a floating holiday off in lieu of the holiday pay equal to the number of hours that would have been spent on duty during the holiday had the employee been required to work. The choice of whether to be compensated through either holiday pay or an in-lieu day off shall be made by the employee. Requests to use an in-lieu day off shall be subject to provisions of section 7.6 below.

(b) If the authorized holiday falls on a scheduled workday and the employee is required to work, the employee shall receive as a holiday premium, in addition to base hourly pay, one and one-half (1-1/2) times the regular rate of pay for the hours worked.

(c) If the authorized holiday falls on a regular day off and the employee is required to work, the employee shall receive overtime pay at one and one-half (1-1/2) times the base hourly rate of pay for each hour worked plus either holiday pay at straight time for each hour worked or a floating holiday off in-lieu at straight time as provided in subsection 7.5(a) above.

7.4_FLOATING HOLIDAY USE AND ACCRUAL

Floating holiday hours shall be taken on a day mutually agreeable between the individual employee and the employee's supervisor and shall be taken within the calendar year in which they are earned.

Newly hired employees are eligible for accrual and usage of holiday hours as follows:

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Employees hired between January 1 and June 30 of any year shall accrue one hundred percent (100%) of floating holiday hours.

Employees hired between July 1 and November 15 of any year shall accrue fifty percent (50%) of floating holiday hours.

Employees hired between November 15 and December 31 shall not accrue floating holiday hours for the calendar year in which they were hired.

SECTION 8. SICK LEAVE

Employees assigned to an eighty (80) hour or seventy-two (72) hour per fourteen (14) day work period schedule shall accrue ninety-six (96) hours of sick leave per year. Sick leave shall be accrued on a pay-period basis and recorded in the books by the number of hours accrued.

Probationary employees shall start accruing sick leave on the first (1st) day of the first (1st) full pay period following their appointment to an authorized position. On the first (1st) day of the second (2nd) calendar month following their appointment to an authorized position, probationary and permanent employees shall be entitled to receive sick leave with pay.

Sick leave may be taken for any reason permitted under Federal or State law including the following:

- An employee's illness or injury. Leaves of more than five (5) working days require a doctor's certificate indicating absence from work was necessary.
- An employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner. Leaves for this purpose will normally be limited to three (3) hours per appointment. For leaves of longer than three (3) hours per appointment, the employee will provide a doctor's note.
- Providing necessary care for an ill or injured member of the immediate family. Absences of more than three (3) working days or shift for this reason require a doctor's statement, indicating that the employee's presence was required at home. Leaves for this purpose shall be granted in accordance with the requirements of state and federal law.

Sick leave accrual is unlimited and can be carried forward to subsequent years. Sick leave cannot be "cashed out" except as set forth in Section 15.3 of this Memorandum of Understanding.

SECTION 9. NON-PAID STATUS

When a permanent employee is on non-workers' compensation disability leave (non-paid status from the City of Sausalito having used up all vacation, sick-leave, compensatory time and catastrophic leave) no benefits will accrue, including vacation time, sick leave time and PERS service credit; however, an employee on non-workers' compensation disability leave may exchange his or her disability benefit dollar for dollar for a sick leave check to insure continuation of benefits.

The dollar amount of the employee's check which represents the amount of the disability benefit received shall be divided by the employee's hourly equivalent wage rate to determine the number of hours of sick leave to be reimbursed to the employee computed to the nearest one-quarter (1/4) of an hour or portion thereof.

SECTION 10. VACATIONS

Employees on an 80 Hour or 72 hour per Fourteen Day Work Period Schedule	Working Hours Earned/ bi-weekly period	Working Hours Earned/Year
Prior to completing 5 years	4.62	120
After completing 5 years	5.23	136
After completing 10 years	6.15	160
After completing 20 years	6.77	176

Probationary employees shall start earning vacation leave on the first (1st) day of the first (1st) full pay period following their appointment to an authorized position. On the first (1st) day of the seventh (7th) calendar month following their appointment to an authorized position, vacation shall be available in increments of not less than two (2) hours at a time. Vacation leave shall be accrued on a pay-period basis and recorded in the books by the number of hours accrued.

The times during which an employee may take vacations shall be determined by the department head, provided that if the requirements of City service are such that part or all of an employee's vacation must be deferred beyond a particular fiscal year, the employee may take the vacation during the following fiscal year.

It is the policy of the City that employees take their normal vacation each year; provided, however, that for reasons deemed sufficient by the department head an employee may take less than the normal vacation one (1) year with a correspondingly longer vacation the following year.

Vacation accruals shall be capped at two hundred and forty (240) hours. Employees who accrue leave up to that cap will not be permitted to accrue additional vacation leave until they fall below the two hundred and forty (240) hour cap. In December of each year, employees may make an irrevocable election to sell up to 80 hours of vacation in the upcoming calendar year. Vacation hours may be paid out as early as they are accrued in the next calendar year and must be paid out by the second pay period in December of the new calendar year.

Holidays specified in Section 7 of this Memorandum of Understanding which fall during the employee's vacation shall not be charged as a day of vacation.

Upon termination of an employee's service with the City, employee shall be paid a lump sum for all accrued vacation that has been earned in accordance with this Memorandum of Understanding prior to the termination.

SECTION 11. MISCELLANEOUS LEAVES

11.1_JURY SERVICE, WITNESS OR ATTENDANCE IN COURT

A probationary or permanent employee shall be granted leave of absence with full pay for (1) jury service, (2) appearance legally required of them as a witness on behalf of the City, or (3) attendance in court resulting from their official duties. In the event an employee receives extra compensation in the form of an appearance allowance or a salary or wage allowance for such duty, any such allowance shall be endorsed over to the City. Reimbursements to the employee from outside sources for travel and meal expenses incurred while on such duty shall be kept by the employee.

11.2_UNPAID LEAVES OF ABSENCE

Upon written request of a permanent employee, the City Manager may approve in writing a leave of absence without pay for a period not to exceed six (6) months.

11.3_PERSONAL NECESSITY LEAVE

An employee shall be entitled to use up to three (3) days of accrued vacation annually when unanticipated events require that the employee be absent from work. Personal Necessity Leave may also be used for pre-scheduled purposes not covered by the provisions of Section 8, "Sick Leave". Such time off shall be in increments of not less than one

(1) hour. Personal Necessity Leave shall be FLSA work prorated for employees working less than a forty (40) hour or thirty-six (36) hour week. An employee desiring to use Personal Necessity Leave shall so inform their department head as far in advance as possible.

11.4_FAMILY LEAVE

Eligible employees are entitled to take up to twelve (12) weeks of unpaid Family Medical Leave during any twelve

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(12) month period in accordance with the provisions of the Family and Medical Leave Act of 1993 (federal) as amended and the California Family Rights Act of 1991 as amended.

11.5_BEREAVEMENT LEAVE

In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay for up to five (5) working days 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 as spouse, child, parent, sibling, grandparent, aunt, uncle, niece, or nephew. 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.

11.6_CATASTROPHIC LEAVE

The City and Union agree to abide by the City's Catastrophic Leave Bank Policy and that, during the term of this contract, the policy will not be changed without agreement between the parties.

SECTION 12. REDUCTION IN FORCE AND RE-EMPLOYMENT

12.1_LAYOFF PROCEDURE

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

Layoffs shall be by job classification according to reverse order of seniority as determined by total full-time employment with the City and ability to perform the remaining duties or job. The City shall prepare a seniority list prior to the notice of an employee to be reduced-in-force. A copy of the seniority list shall be provided to the Union at least thirty (30) days prior to effective date of any layoff(s).

An employee occupying a higher classification, whose position is eliminated, may elect to displace an employee in a lower classification provided that the two (2) classifications are in the same general family of jobs and responsibilities, that the basic qualifications of the lower position are met by the employee electing to fill the lower classification and that the employee has more total City service than the displaced employee. As soon as practicable

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after the decision has been made to layoff bargaining unit positions, the City shall meet and confer with the Union over the impacts of the decision and evaluate options to mitigate impacts and find alternatives to layoff.

12.2_NOTICE OF LAYOFF

Employees to be laid off shall be given at least thirty (30) calendar days' prior notice. A copy of the notice shall be simultaneously shared and forwarded to the Union.

12.2_RE-EMPLOYMENT

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

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

Permanent employees re-appointed to the class from which laid off or demoted will not be required to undergo a new probationary period. Employees who had not completed their probationary period in the class from which laid off or demoted shall, upon reappointment to such class, start a new probationary period if at the time of layoff or demotion the employee completed less than six (6) months (three (3) months on a promotional probation) of the probationary period. All offers of re-employment following layoff of more than thirty days shall be contingent upon the employee establishing that they remain physically qualified to perform the physical requirements of the position by submitting to a physical examination by the City to determine that the employee remains physically qualified for the position.

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

SECTION 13. GRIEVANCE PROCEDURE

13.1_DEFINITION

A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding or any addenda or supplementary letter attached to this Memorandum of Understanding.

13.2_PROCEDURE

A grievance shall be filed according to the following procedures:

Step 1. The Union, on behalf of any employee who claims that they have a grievance, may within sixty (60) calendar days of the event giving rise to the grievance, present the grievance informally either orally or in writing to the immediate supervisor of the alleged affected employee(s) or who is directly involved in the event. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect. If the grievance is not resolved orally, the supervisor shall give a written answer to the Union within ten (10) calendar days from the receipt of the grievance by the supervisor. When the immediate supervisor is also the department head, the grievance shall be presented directly as provided in paragraph (3).

Step 2. If the grievance is not resolved with the immediate supervisor, the Union may, within ten (10) calendar days from receipt of the supervisor's answer forward the grievance in writing to the department head for consideration. If the grievance is not submitted within ten (10) calendar days from the date of receiving the decision from the immediate supervisor, the immediate supervisor's decision shall be final and binding. Answer to the grievance shall be made in writing by the department head, after conferring with the Union, within fifteen (15) calendar days from receipt of the Union.

Step 3. If the department head does not resolve the grievance, the grievance may be forwarded within ten (10) calendar days to the City Manager for consideration. If the grievance is not submitted within ten (10) calendar days from the date of receiving the decision from the department head, the department head's decision shall be final and binding. The City Manager must answer the grievance, after conferring with the Union, within fifteen (15) working days after receipt from the Union.

Step 4. At the Union's request, the matter may be referred to mediation with a neutral third party. The City and the Union may mutually agree to the selection of a mediator or may request a list of nine (9) candidates from the State Mediation and Conciliation Service. If the parties cannot mutually agree on the party to be selected, it shall be determined by lot which party may first strike a name from the list. The parties shall alternately strike one (1) name and the last name remaining shall be selected. Each side will bear its own costs for said mediation, and the actual cost for the service will be shared equally between the City and the Union.

Step 5. If the parties are unable to resolve their dispute through mediation or if the parties do not elect to participate in mediation, the Union may, within ten (10) calendar days following the latter of (i) the receipt of the City Manager's

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report at Step 3 or (ii) the completion of the mediation process, if applicable, submit a written request for a hearing before the City Council. Upon such a request, the City Council shall schedule a hearing within thirty (30) calendar days. The decision of the City Council shall be final.

13.3_EXTENSION OF TIME LIMITS

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

13.3_COMPENSATION COMPLAINTS

All complaints involving or concerning the payment of compensation after the effective date of this Memorandum of Understanding shall be initially filed in writing with the department head. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than twenty-four (24) months from the date upon which the complaint was filed.

SECTION 14. HEALTH AND WELFARE BENEFITS

14.1_CAFETERIA PLAN OF BENEFITS

The City shall maintain a Cafeteria Plan of Benefits account for each employee.

14.2_CAFETERIA PLAN OF BENEFITS FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012

The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

The City shall continue to credit the benefits account of each employee hired prior to July 1, 2012, based upon their eligible and elected coverage, each pay period, in the amounts as listed below:

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CATEGORY		AMOUNT PAID PER PAY PERIOD
These rates are good for employees hired after 7/1/2012		July 1, 2023 – December 31, 2023
		24 PAY PERIODS (1 ST & 2 ND Pay each mo.)
Single Employee		519.65
Employee + One Dependent		969.28
Employee + More than One Dependent		1234.24
* The City increased each category in the Cafeteria Plan by an amount equal to the cost of Life Insurance premiums		

The above amounts are inclusive of the PEMHCA statutory minimum contribution.

Effective the first full pay period in January 2024 through the last pay period in December 2024, the City shall increase each category of the Cafeteria Plan listed above by the entire sum of the premium rate increase for the year 2024 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts

Effective the first full pay period in January 2025 through the last pay period in December 2025, the City shall increase each category of the Cafeteria Plan listed above by the entire sum of the premium rate increase for the year 2025 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

Effective the first full pay period in January 2026 through the last pay period in December 2026, the City shall increase each category of the Cafeteria Plan listed above by the entire sum of the premium rate increase for the year 2026 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

14.2.1_CAFETERIA PLAN OF BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 2012

The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

The City shall continue to credit the benefits account of each employee hired after July 1, 2012, based upon their eligible and elected coverage, each pay period, in the amounts as listed below:

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CATEGORY	AMOUNT PAID PER PAY PERIOD
These rates are good for employees hired after 7/1/2012	July 1, 2023 – December 31, 2023
	24 PAY PERIODS (1 ST & 2 ND Pay each mo.)
Single Employee	452.28
Employee + One Dependent	850.29
Employee + More than One Dependent	1,089.10
* The City increased each category in the Cafeteria Plan by an amount equal to the cost of Life Insurance premiums	

The above amounts are inclusive of the PEMHCA statutory minimum contribution.

Effective the first full pay period in January 2024 through the last pay period in December 2024, the City shall increase each category of the Cafeteria Plan listed above by 90% of the premium rate increase for the year 2024 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

Effective the first full pay period in January 2025 through the last pay period in December 2025, the City shall increase each category of the Cafeteria Plan listed above by 90% of the premium rate increase for the year 2025 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

Effective the first full pay period in January 2026 through the last pay period in December 2026, the City shall increase each category of the Cafeteria Plan listed above by 90% of the premium rate increase for the year 2026 for the CalPERS Kaiser Medical Plan, up to a maximum 5% increase in the City contribution, and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

14.2.2_Re-opener

The City and SEIU agree to reopen Articles 14.1.1 and 14.1.2 at the request of either party in order to discuss the impact of increases to the CalPERS Kaiser Medical Plan premiums.

14.2.3_CAFETERIA PLAN OF BENEFITS FOR ALL EMPLOYEES

The Cafeteria Plan shall include the following benefits options (and includes the PERS Minimum Employer Contribution for health care):

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- Health Care insurance (employee must select this option unless evidence of comparable coverage from another source is provided)
- Dental insurance with a maximum annual dental benefit of at least \$1,500 per year
- Vision care
- Life insurance and Accidental Death and Dismemberment insurance (employee must select this option)
- Long-term disability
- Dependent care (Child Care, etc.) assistance reimbursement of costs: Dependent care expenses must qualify in accordance with the regulations set forth in Internal Revenue Code paragraph 129. The amount designated for dependent care assistance by an individual employee may not exceed the maximum amount established by the Internal Revenue Code during each taxable year.
- Flexible spending account, subject to any IRS limitations

An employee may select more benefits than covered by the amount credited to their account by the City. The additional cost for such benefits shall be deducted from the employee's check in pre-tax dollars.

Any unused cafeteria plan benefit will be cashed out to the employee through payroll and reported as additional compensation for income tax purposes.

Probationary employees shall be placed on the rolls of the various insurance plans as soon as possible pursuant to insurance company policies.

Employees shall be eligible to receive flu shots, COVID-19 vaccinations, and poison oak shots, and unless available free to the employee, the City shall pay the cost of such shots. The City shall choose the medical clinic at which such immunizations will be administered.

14.3_MEDICAL WAIVER AND HEALTH IN LIEU

Eligible employees who are able to secure health insurance coverage through their spouse or other source with benefits comparable to those provided through City sponsored plans may waive coverage under the City sponsored plans and may, in lieu of receiving medical insurance, elect to receive a biweekly payment equal to the Cafeteria Plan of Benefits single employee credit amount shown in Section 14.1. The employee will sign a waiver form provided by the Finance Department. Employees choosing coverage at a later time by one of the City sponsored plans will be subject to the requirements of the health insurance provider chosen by the employee(s).

Employees selecting a medical waiver shall also continue to have the option of selecting benefits other than medical insurance under the cafeteria plan as outlined above in Section 14.1.

Any unused Cafeteria Plan benefit will be cashed out to the employee through payroll and reported as additional compensation for income tax purposes.

SECTION 15. RETIREMENT BENEFITS

15.1_PERS RETIREMENT

15.1.1_RETIREMENT BENEFITS FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012 – TIER 1 PENSION PLAN

On July 1, 2003, the City implemented an increase in the retirement benefits for eligible employees through the California Public Employees Retirement System (PERS) to a 2.5% at 55 with single highest year and survivor continuance plan and shall maintain said plan for the duration of this Memorandum of Understanding for employees hired prior to July 1, 2012. Such plan will be known as the City of Sausalito Tier 1 Pension Plan. On the effective date of the 2.5% at 55 retirement plan, the City increased salaries of bargaining unit members by eight percent (8%) in-lieu of payment of the employee's portion of the PERS contribution as provided under a plan which qualifies under Internal Revenue Code Section 414(h)(2). The employee must pay the eight percent (8%) employees' required contribution towards the PERS retirement.

The parties agree that bargaining unit members will contribute through payroll deduction the PERS premium for the 1 Year Final Average Compensation enhanced PERS benefit.

15.1.2_RETIREMENT BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 2012 – TIER 2 PENSION PLAN

The parties agree to create a second-tier pension formula for bargaining unit members hired on or after July 1, 2012. The plan shall include the following major benefit provisions:

Retirement formula 2% at 55;

- 2% COLA;
- Survivor continuance plan
- 3 year final average compensation

Such plan for bargaining unit members hired on or after July 1, 2012 will be known as the City of Sausalito Tier 2 Pension Plan. The employee must pay the seven percent (7%) employees' required contribution towards the PERS retirement.

15.1.3_RETIREMENT BENEFITS FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013 – PEPRA TIER

For miscellaneous employees hired on or after January 1, 2013, or for those who are classified as "new" members of CalPERS as defined by the Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS including the following major benefit provisions:

Retirement formula 2% at 62;

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- 2% COLA;
- Survivor continuance plan
- 3 year final average compensation;

Consistent with the provisions of PEPRA, employees qualifying for this pension tier will pay one half of the normal cost of their pension benefits, as such amount is determined by CalPERS.

15.2_RETIREE MEDICAL BENEFIT

15.2.1_RETIREE MEDICAL BENEFIT

Employees who retire from City service under the provisions of the California Public Employees Retirement System may continue receiving health insurance under the City's Health Insurance Plans if they so elect. If there are any payments due to the City under this Section, such payments must be received by the Finance Department no later than the 10th of the month for the month so covered.

15.2.1_(A) RETIREE MEDICAL BENEFITS FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012 WITH LESS THAN OR EQUAL TO THREE YEARS OF SERVICE WITH THE CITY OF SAUSALITO

Current employees who have been members of the California Public Employees Retirement System through June 30, 2012, and who have less than or equal to three (3) years of service with the City of Sausalito will be entitled to an annual contribution of \$1,000 to their designated 457 Deferred Compensation Plan in lieu of relinquishing their prior Retiree Medical Benefit under preceding MOUs. Such contribution will on June 30 of the ensuing fiscal year following the completion of that full year of service. There will be no proration of this contribution in lieu of Retiree Medical Benefit for employees who sever service prior to June 30 of each fiscal year.

15.2.1_(B) RETIREE MEDICAL BENEFITS FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012 WITH GREATER THAN THREE YEARS OF SERVICE WITH THE CITY OF SAUSALITO

Current employees who have been members of the California Public Employees Retirement System through June 30, 2012, and who have more than three (3) years of service with the City of Sausalito; and then, through the City of Sausalito work for a total of twenty (20) or more years, and who are of the age of fifty-five (55) years or more upon retirement, shall continue to have the cost of Kaiser, employee-only monthly health insurance premium provided by the City and paid in full by the City until death. Should the retiree select a more expensive plan, the retiree shall pay the difference. However, the retired employee shall be required to pay one hundred percent (100%) of the cost for their spouse and eligible dependent children if they desire to continue them on the policy. The spouse and eligible dependent children may continue on the policy after the death of the employee, providing the spouse pays for such continuance. All retiree medical benefits will be coordinated with Medicare and Medicaid to achieve the greatest cost savings to the City with no diminishment in the quality of medical service provided to the retiree and with no increase in cost to the retiree.

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Alternatively, employees who have been members of the California Public Employees Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty-five (55) years or more upon retirement, may, in lieu of City-paid medical coverage, opt to receive a cash payment equal to the lesser of \$175 per month or the PERS Kaiser rate applicable to the retiree.

After July 1, 2012, employees hired prior to July 1, 2012 and who have accumulated greater than three (3) years of service with the City of Sausalito may, within the ensuing thirty (30) days and no later than July 31, 2012, may relinquish their Retiree Medical Benefit in this section and opt to receive an in lieu annual contribution of \$1,000 to their designated 457 Deferred Compensation Plan. Such option is irrevocable. The City, at its sole discretion reserves the right to extend the option period, and/or re-offer this option to referenced employees.

15.2.2_RETIREE MEDICAL BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 2012

Employees who retire from City service under the provisions of the California Public Employees Retirement System may continue receiving health insurance under the City's Health Insurance Plans if they so elect. If there are any payments due to the City under this Section, such payments must be received by the Finance Department no later than the 10th of the month for the month so covered. Employees hired after July 1, 2012 are not entitled to any other Retiree Medical Benefits.

15.3_RETIREE SICK LEAVE CONVERSION

Employees who retire with a PERS retirement may convert unused accumulated sick leave to additional service credit at the rate of .004 years for each day of sick leave or be paid in cash for maximum of sixty (60) days (480 hours for employees working the "5-80" schedule, or four hundred fifty (450) hours for employees working the 37½ hour schedule) of sick leave and convert the remaining unused balance (excluding the number of days paid in cash) to additional service credit as specified immediately above.

15.4 457 DEFERRED COMPENSATION PLAN

Employees may elect to contribute to the City's 457 plan through a salary reduction over twenty-six (26) pay periods. In addition, beginning the first full pay period following adoption of the agreement, the City will contribute the equivalent of 1% of base pay into the deferred compensation account for each bargaining unit member. Payments will be made bi-weekly and bargaining unit members must have an active deferred compensation account to qualify. An active deferred account is one in which an employee contributes a minimum of \$1 a pay period. The maximum amount contribution shall be governed by the Internal Revenue Service regulations related to 457 plans.

SECTION 16. RECLASSIFICATIONS

At any time an employee believes the duties of their position have changed materially, the employee may submit a reclassification request, in writing, to the City Manager. The reclassification request shall be in narrative form, comparing the employee's current duties with the duties specified in the position job specification, a copy of which shall be attached. The reclassification request should also contain the employee's recommended classification. The employee should provide a copy of the reclassification request for the department head.

After considering the reclassification request, if the City Manager believes the request is appropriate, the City Manager will reallocate the position to a different class, provided the reclassification can be accomplished within budget limitations. If the City Manager does not believe the reclassification request is appropriate, or in the event there are budget limitations, the employee will be so informed, in writing. The employee, through the Union, may request a meeting with the City Manager to discuss the reasons for rejecting the request.

Nothing in this Section shall preclude a department head from recommending a reclassification for a department position.

In order to be considered as part of the budget process, reclassification requests should be submitted during the months of January and February.

SECTION 17. REIMBURSEMENTS

17.1 Educational Reimbursement

The City will reimburse employee receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. In order to be reimbursed for such costs, the employee must submit the written request for reimbursement at least ten (10) working days prior to beginning the program/class, to the employee's department head for approval by the City Manager, and the employee must attain a passing grade of "C" or better, or a "pass" in a pass/fail program. For programs where a passing grade is not provided, presentation of a certificate of completion will be required.

Reimbursement shall be made for each employee up to two thousand dollars (\$2,000) per fiscal year. Educational reimbursement shall be prorated for employees working fewer than forty (40) hours or thirty-six (36) hours, per week. The educational reimbursement benefit is not available to employees working fewer than twenty (20) hours per week.

An employee who has already exhausted the \$1,000 per fiscal year educational reimbursement benefit may request additional funding authorization from the City Manager. Provided that the City Manager is assured that sufficient educational funds are available for the remainder of the fiscal year for all other employees in the unit, and the educational activity is an appropriate expenditure for the requesting employee, the City Manager may authorize some or all of the additional educational reimbursement funding requested by the employee.

17.2 Wellness Reimbursement

The City will reimburse, up to \$1,000 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 City Manager or their designee. The City's decision with respect to reimbursement of wellness expenditures is final and not subject to the grievance process set forth in Article 13.

SECTION 18. CLOTHING, UNIFORM AND BOOT ALLOWANCES

18.1_CLOTHING AND UNIFORM ALLOWANCE

The City shall reimburse newly appointed employees to the Public Works Department in the position classifications of Public Works Supervisor, WW Collection Systems Worker I, WW Collection Systems Worker II, Senior WW Collection Systems Worker, WW Collection Systems Coordinator, Fleet Maintenance Coordinator, Maintenance Worker III, Maintenance Worker II, Maintenance Worker I, Lead Custodian, Custodian, Landscape Worker II and Landscape Worker I for the full cost of a uniform consisting of one (1) jacket, four (4) shirts, and four (4) trousers upon presentation of the new uniforms and accompanying receipt. Commencing the fiscal year after issuance of the initial uniform allowance, the City shall reimburse employees in these position classifications for the full cost of not more than one (1) new jacket, four (4) new shirts, and four (4) new trousers per year for those worn out in service upon presentation of the unserviceable uniforms, new uniforms and accompanying receipt.

18.1 BOOT ALLOWANCE

Employees in the above classifications, as well as the Building Inspector, Senior Civil Engineer, Associate Engineer, Assistant Engineer, Code Enforcement Official and the Sewer Systems Coordinator shall receive a protective footwear benefit. The protective footwear shall be:

- 2 Provided to each eligible employee at no cost to the employee through a retailer of the City's choice;
- 3 At least American National Safety Institute approved steel-toed safety footwear; however, depending on the job/function performed by the employee, the City may require an employee to wear other types of protective footwear which may include: metatarsal guards, electrostatic dissipative footwear, conductive footwear, electrical hazard footwear, or sole puncture resistant footwear;
- 4 The employee's choice of "Red Wing" brand, or a comparable brand quality;
- 5 Replaced at the direction of the City and may be replaced at the request of the employee to their department head. A department head denial of replacement of protective footwear may be appealed to the City Manager; and
- 6 Worn only when performing work for the City: i.e., the City shall not be required to purchase or replace protective footwear when such footwear is damaged or worn out by an activity that is not associated with City employment.

SECTION 19. COMMUTER CHECK PROGRAM

The City is enrolled in the Commuter Check program and will pay fifty percent (50%) of the cost of vouchers used for commuting (not to exceed fifty dollars (\$50) per month per employee).

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SECTION 20. MISCELLANEOUS PROVISIONS

20.1_JOB ANNOUNCEMENTS

The City agrees to timely post announcements of jobs for which the City is recruiting on bulletin boards located in City Hall and the Corporation Yard.

20.2_PART-TIME PRO-RATION

All employees working a regular work schedule of twenty (20) or more hours per week, but less than forty (40) hours, shall be entitled to prorated benefits provided herein, computed on the ratio of each such employee's hour of work compared to forty (40) hours per week.

20.3_CLASS B DRIVER'S LICENSE

If an employee is required by state law or by classification to obtain and/or maintain a current Class B driver's license in order to perform his or her duties, when necessary to obtain or renew the Class B license, the City shall pay the cost of a physical exam required for the employee to obtain and/or maintain the Class B driver's license and the City shall also pay the difference in cost imposed by the DMV between a Class B Driver's License and a Class C driver's license. The employee shall make his or her best good faith efforts to have the physical exam administered by his or her health insurance plan or such other provider so that the cost to the City is as low as possible.

20.4_DOT DRUG TESTING

Effective January 1, 1996, the City has instituted the Drug Testing Policy set forth as Exhibit A to this Agreement.

20.5_EMPLOYEE EYEGLASSES

Employee eyeglasses required to be worn on the job which are destroyed while on duty and as a result of the proper and appropriate use of the eyeglasses will be replaced by the City up to a maximum cost of three hundred fifty dollars (\$350) to the City per set of eyeglasses.

20.6_LABOR / MANAGEMENT MEETINGS OUTSIDE NEGOTIATIONS PROCESS.

During the term of the Agreement, the City and SEIU agree that consultation meetings may contribute to improved employer-employee relations. Labor Management committee meetings shall occur on a quarterly basis, unless mutually agreed otherwise. SEIU shall contact the City to coordinate scheduling of meetings each quarter. At least five (5) working days prior to every quarterly meeting, SEIU shall submit agenda items to the City. The City will provide any proposed additions or modifications at least three (3) working days in advance of any scheduled Labor Management committee meetings. If there are no agenda items identified that quarterly meeting shall be cancelled. Additional meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. With the agreement of the receiving party, a date, time and location of the requested meeting shall be set within two weeks of the request.

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20.7 PERFORMANCE EVALUATIONS.

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 their anniversary, the member will receive the step increase retroactive to their anniversary.

20.8 EMPLOYEE HANDBOOK

The Parties shall begin a meet and confer process related to revisions to the City's Employee Handbook within six (6) months following adoption of a successor contract by the City Council. This timeframe may be extended by mutual agreement of the Parties.

SECTION 21. AFFORDABLE HOUSING

A labor – management committee will be formed to develop and present to the City Manager and City Council a report outlining employee concerns about the cost of housing and commuting. The committee may present information to the City Manager and City Council about how other jurisdictions address these issues.

SECTION 22. SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. Should any provision be declared null and void, the parties shall meet and confer on the effect of such decision and the parties agree to seek alternative language and/or benefits.

SECTION 25. SCOPE OF

MEMORANDUM OF UNDERSTANDING

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

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Union meet and confer.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

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SECTION 26. DURATION

This Memorandum of Understanding shall not take effect unless and until it is ratified by the General Membership of the City of Sausalito Chapter of SEIU Local 1021 and approved by the City Council of the City of Sausalito. Following such approval, this Memorandum of Understanding shall be effective July 1, 2023, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2026.

SECTION 27. REORGANIZATION

The parties agree that, at the request of and upon notice from the City, they will meet and confer over the negotiable impacts of any proposed reorganization of City Departments, consistent with their obligations under the MMBA.

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SECTION 28. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this

CITY OF SAUSALITO

Joel Evans-Fudem,
SEIU Local 1021, Chief Negotiator

Jana Blunt
SEIU Local 1021, Field Representative

Maria Hernandez
SEIU Local 1021, Bargaining Team

Jeffrey Jackson
SEIU Local 1021, Bargaining Team

David Jackson
SEIU Local 1021, Bargaining Team

Ali Iqbal
SEIU Local 1021, Bargaining Team

Jason Finch
SEIU Local 1021, Bargaining Team

Andrea Zanetti
SEIU Local 1021, Bargaining Team

David Canham
SEIU Local 1021, Bargaining Team

Chris Zapata, City Manager

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6.1 Schedules will be updated to reflect to agreed-upon salary adjustments in Section 5