

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MILL VALLEY
AND
LOCAL 2167, MILL VALLEY EMPLOYEES' ASSOCIATION, AFSCME, AFL-CIO**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MILL VALLEY
AND
LOCAL 2167, MILL VALLEY EMPLOYEES' ASSOCIATION, AFSCME, AFL-CIO**

This Memorandum of Understanding has been arrived at as a result of meeting and conferring in good faith under the provisions of Section 3500-3509 of the Government Code of the State of California and Resolution No. 4239 N. S. of the City of Mill Valley.

Local 2167, Mill Valley Employee's Association, American Federation of State, County and Municipal Employees' Association, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter sometimes referred to as the "Union", is the formally recognized employee organization for Representation Unit 1 which organization has been certified as such, pursuant to the Representation Election held on June 10, 1971, and Representation Unit 2 which organization has been certified as such, pursuant to the letter from the City Manager dated December 23, 1971.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for salary and benefit adjustments and other working conditions for the period commencing July 1, 2021 to June 30, 2025.

Section 1. Wages

- ◆ Effective January 1, 2022, the City shall increase salaries for all classifications in the bargaining unit by 1.0%.
- ◆ Effective the first full pay period in the month of July 2022, the City shall increase salaries for all classifications in the bargaining unit by 2.0%.
- ◆ Effective the first full pay period in the month of July 2023, The City shall increase salaries for all classifications in the bargaining unit by 2.25%.
- ◆ Effective the first full pay period in the month of July 2024, The City shall increase salaries for all classifications in the bargaining unit by 2.25%.

Section 2. Benefits

Benefits as provided in this Memorandum of Understanding, the Personnel Rules and Regulations of the City of Mill Valley, and those rules, regulations, resolutions and/or ordinances which have been or may hereinafter be adopted by the City Council, shall apply only to those employees in Unit 1 working a regular, predetermined schedule of twenty (20) or more hours per week. The City agrees that employees in Unit 1 will not be scheduled to work less than twenty (20) hours per week for the purpose of circumventing this provision.

Employees in Unit 2 are not eligible for the aforementioned benefits provided in this Memorandum of Understanding.

Section 3. Bulletin Boards

The City shall provide a reasonable number of bulletin boards in places reasonably accessible to the employees covered by this Memorandum of Understanding for the purposes of posting notices of official union business.

Section 4. Consideration of Vacancies

Whenever any position in any classification specified in Attachment A of this Memorandum of Understanding becomes vacant, consideration will first be given to employees covered by this Memorandum of Understanding for possible placement in the vacancy before the City recruits from outside sources.

Section 5. Union Membership

5.1 Union Membership

The City, upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request.

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this situation, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

5.2 Annual Financial Reports Required

The Union shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

5.3 Indemnification

The Union shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

5.4 New Employee Orientations (NEO)

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the employer (the City) shall provide the exclusive representative (the Union) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledge the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means a meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, and other similar related matters.

5.5 Notice Requirements

The City shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations for employees in positions which they represent, at least ten (10) calendar days prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time the City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

The Union will be provided the opportunity to have its Unit President or the Union's chosen designee meet with the new employee(s) for up to sixty (60) minutes of uninterrupted private time. The Union may provide, for example, literature, written materials, a packet of information, and/or a visual presentation about its Union to the new employee(s).

The Union's portion of the new employee orientation will be conducted during paid City time as a regular part of the new employee orientation. In addition to the Union's Business Agent, the Union may designate one bargaining unit member to attend the new employee orientation as a representative of the Union. Approval from the immediate supervisor shall be required prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City unless agreed to. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is to be requested for a bargaining unit member to attend an orientation, the Union will provide The City, at least forty-eight hours in advance, the name of the bargaining unit member who they wish to attend the orientation.

During the new employee orientation, the City shall clearly communicate to each new employee hired into a position/classification that is included in the bargaining unit that the employee's position is represented by the Union. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Mill Valley prior to such orientation.

5.6 Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, the City shall provide the Union with the following contact information for new employees represented by the Union if available: name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses, as well as home address. AB119 requires that the City provide the Union with this information for all employees in the bargaining unit at least once every 120 days.

Section 6. Effect of Memorandum of Understanding Upon Personnel Rules

In the event this Memorandum of Understanding conflicts with the Personnel Rules and Regulations of the City of Mill Valley, the terms of this Memorandum of Understanding will prevail.

Section 7. No Discrimination

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation, political or religious opinion or affiliation or activities, union activities as described in the Meyers-Miliias-Brown Act and to the extent prohibited by State and Federal law, age and physical handicap; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or union activities on City time or with City equipment or City supplies, except as otherwise provided in this Memorandum of Understanding.

Americans with Disabilities Act (ADA)

The Employer and the Union recognize that the Employer has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Agreement, the Union will be advised of any such proposed accommodation.

Section 8. Preparation of Classification Plan

It is the understanding of the parties that the classification plan shall be so developed and maintained that all positions substantially similar with respect to the kind, difficulty and responsibility of work are included within the same class.

The Union is to be informed, in advance, of changes in the classification plan affecting the unit and may consult with the Municipal Employee Relations Officer as specified in Section 3 of Resolution 4239 N.S. However, those changes in the classification plan will not be subject to the following meeting and conferring process.

Section 9. Salary and Wage Plan

9.1 Effective on the adoption of the MOU, the number of steps in the salary and wage plan shall increase from 5 to 7. The additional 2 steps shall be added below the current first step of the classification.

Step 1: The first step is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the City Manager may authorize hiring at a higher step.

Step 2: Employees are eligible for this adjustment after the completion of six (6) months of continuous satisfactory service.

Step 3: The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given

classification for a period of one (1) year of continuous service in Step 2 should be eligible for this step.

Step 4: This step should be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the third step.

Step 5: An employee should be eligible for adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fourth step.

Step 6: An employee should be eligible for adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fifth fourth step.

Step 7: An employee should be eligible for adjustment to this step after serving one (1) year of continuous satisfactory or better service at the sixth step.

9.2 Advancement from one step to the other shall be only at the recommendation of the Department Head and approval by the City Manager. In such cases as the recommendation and/or approval are withheld, the reasons shall be stated in writing to the employee and be for cause. The denial of the step advancement shall be subject to the grievance procedure.

9.3 An employee's performance will be evaluated at least annually until the employee has been advanced to the top step of his or her classification. Evaluations will be done every other year for employees who have been advanced to the top step for their classification so long as the employee's performance continues to be satisfactory. Although performance evaluations are not subject to the grievance procedure, the employee may request that the City Manager review the evaluation.

Section 10. Effect of Salary Adjustments

10.1 Range Change.

Upon the effective date of a rate change, the salary of any employee so affected shall be adjusted to the step in the new range corresponding to the step in the former range. Such adjustment shall not affect the employee's anniversary date.

10.2 Reclassification.

When a position is reclassified to a range having a different maximum salary, the salary of the incumbent in such a position shall be changed to the step in the new range corresponding to the step in the former range. Such adjustment will not affect the employee's anniversary date or decrease his or her current salary.

10.3 Promotion.

An employee who is promoted to a classification having a greater maximum salary than his or her former position shall be placed at the salary step for the new classification which is at least five percent (5%) greater than the salary the employee is presently receiving; provided, however, that if the salary at Step 1 of the new classification is greater than the salary the employee is presently receiving, the employee shall receive the pay for said Step 1. The effective date of such promotion shall establish a new date for the employee's receiving step increases.

10.4 Demotion.

An employee who is demoted shall have his or her salary reduced by five percent (5%) or reduced to Step 2 of the new classification whichever is greater.

10.5 Transfer.

An employee transferred from one position to another in the same classification or to a different classification having the same salary range shall remain at the same salary step. Changes to positions with different maximum salary ranges shall be administered in the same manner as reclassifications, promotions, or demotions as outlined in paragraphs 10.2, 10.3, or 10.4 above. It is not the intent of this Section that employees be transferred in order to place them in the new salary plan specified in Section 9.1.

Section 11. Examinations

11.1 Examinations Required.

Appropriate written, oral, manual and/or physical examinations may be required for eligibility for any position. Such requirements shall be specified to the applicants in advance of the examination. A complete outline of all test requirements shall be included in the position announcement.

11.2 Scope of Examinations.

Examinations may be assembled or unassembled, and may include investigations of training and experience, tests of aptitude, particular abilities, general and technical knowledge, manual skill, physical and mental fitness, and such other tests as are required to discover the capabilities of applicants relative to the duties of the position for which the examinations are conducted.

11.3 Qualifying Grades and Rating Examinations.

In all examinations the minimum grade of standing by which eligibility shall be determined shall be based upon all factors of the examination. Failure in one part of an examination may be considered grounds for declaring that the applicant has failed in the entire examination or has been disqualified for subsequent parts of an examination.

11.4 Notification of Results.

Each competitor shall be given written notice of the results of the examination and, if successful, of his or her final rating and his or her relative order on the list of successful candidates. Following any written examination, the examination key will be available for inspection for the five (5) working days next succeeding such examination. Any protest or complaint as to the form, content, or administration of the examination must be filed in writing with the Municipal Employee Relations Officer during this five (5) day period. Any candidate shall have the right to inspect his or her own written examination papers after all phases of the examination have been completed and scored, providing that he or she shall do so within thirty (30) days after the eligible list has been established. An error in grading or rating, if called to the attention of the Municipal Employee Relations Officer within one (1) month after announcement of examination results, shall be corrected. Correction shall not, however, invalidate appointments previously made, except for appointments made as a result of a promotional examination.

Section 12. Appointments

12.1 Types of Appointments.

All vacancies in the bargaining unit shall be filled by re-employment, reinstatement, promotion, transfer, demotion or original appointment from an eligible list. In the absence of an eligible list, a temporary emergency or limited appointment may be made.

12.2 Re-Employment.

The name of each employee who is laid off in accordance with this Section shall be placed at the head of the eligible list for the class of position which he or she held, and he or she shall be given preference in filling vacancies in that class, in accordance with the Personnel Resolution. This re-employment preference shall end after eighteen (18) months of layoff from the City of Mill Valley.

12.3 Reinstatement.

A permanent employee who has resigned in good standing may be reinstated to a vacant position in the same class as his or her previous position within a period of one (1) year from the effective date of his or her resignation. Reinstatement shall be on a probationary status. No probationary period is required if the employee is reinstated to the same class in the same department as he or she held immediately prior to resignation and has completed probation in that class.

Those employees who have been terminated for any reason and subsequently reinstated with the City of Mill Valley within a period of one (1) year from the date of such termination shall receive credit for the purpose of computing vacation benefits for the time worked for the City of Mill Valley prior to the termination.

12.4 Promotion.

In the event it is desired to fill a vacancy by promotion, the Municipal Employee Relations Officer may prepare and administer an examination to those persons holding positions in lower classes. The preparation of the examination and the certification of eligibles shall follow the procedure outlined in the Personnel Rules and Regulations for original appointment.

12.5 Transfer.

An employee may be transferred from one class in one department or organization to a position of the same class in another organization unit or to a comparable class. Such transfer shall not result in a loss to the employee of any accumulated vacation leave or sick leave.

12.6 Demotion.

A demotion is the assignment of an employee to a classification with a lower salary range than the salary range of his or her present classification. A position may be filled by demotion of an employee in accordance with the Personnel Rules and Regulations or in the event of a necessary reduction in personnel due to lack of work or funds. An employee may be demoted in preference to being laid off, without prejudice to his or her working record.

12.7 Preparation for Appointment.

Insofar as practicable, vacancies should be anticipated sufficiently in advance as to permit the Municipal Employee Relations Officer to determine who may be available for appointment, whether or not the position involved is properly classified, and if necessary, to prepare a class specification and to proceed to establish a list of eligibles.

12.8 Temporary Appointment.

Any person meeting the minimum qualifications for the class and acceptable to the Department Head may be appointed temporarily upon the approval of the Municipal Employee Relations Officer. A temporary appointment to a vacant position in the representation unit (a position regularly filled) shall be limited to a maximum of six (6) months. Upon completion of this six-month period, the temporary employee must be laid off. This time limitation shall not apply to temporary appointments to positions used for a special project or survey of a limited duration or to employees who substitute for other employees in the unit due to illness or leaves of absence.

No time spent under temporary appointment shall be credited to the probationary period or used for computing any privileges accruing under the Memorandum of Understanding except substitutes of six (6) months duration or longer.

12.9 Acting Pay.

An employee assigned by the Department Head or his or her designated representative to perform the duties of higher level classifications on an "acting" basis shall, after ten (10) consecutively scheduled work days, receive "acting" pay which shall be computed at the lowest step of the higher classification; provided, however, that such salary shall not be less than five percent (5%) more than the employee's current salary. Such "acting" pay to be retroactive to the first day the employee performed the duties of the higher classification.

12.10 Standby Pay.

An employee assigned by the Department Head to standby duty shall receive 2 hours straight time pay for each weekday (Monday – Friday) assigned standby duty. An employee assigned by the Department Head to standby duty shall receive 4 hours of straight time pay when assigned standby duty on a Saturday, Sunday or recognized City holiday. Under normal circumstances, the City will attempt to give no less than five (5) work days' notice of assigned standby and, once assigned, no less than five (5) work days' notice of cancellation of standby; it being understood that circumstances beyond the City's control may result in less than five (5) work days' notice being given.

Treatment Plant Operators on standby duty are expected to report to work no more than 60 minutes after being called in (under normal traffic and safe driving conditions).

Section 13. Probationary Period

13.1 Objective of Probationary Period.

All original or promotional appointments shall be tentative and subject to a probationary period of six (6) months' continuous service; provided, however, that at the discretion of the Department Head and with approval of the City Manager the probationary period may be extended to a total of one (1) year of continuous service. The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of new employee to his or her position, and for rejecting any probationary employee whose performance does not meet required work standards.

Approximately one-half through the original six (6) months probationary period, and at no less than three (3) months thereafter, each probationary employee will be informed by his or her supervisor and/or his or her Department Head of his or her performance evaluation.

13.2 Rejection of New Appointments during Probation Period.

During the probationary period, a new employee may be rejected by the City Manager without recourse to the grievance procedure; provided, however, that there shall be no discrimination against any employee and provided further that the performance evaluations specified in Section 13.1 have been conducted.

13.3 Rejection during Probationary Period following Promotion.

Any permanent employee rejected during the probationary period following promotion shall be reinstated to the position from which he or she was promoted, unless charges are filed and he or she is discharged in accordance with the provisions provided elsewhere in this Memorandum of Understanding.

If, before completing the required probationary period, an employee is appointed to a higher class in the same or related series of classes, the time served in such higher class shall be counted toward the completion of the probationary period in the lower class.

Section 14. Hours of Work

14.1 Hours of Work.

The following provisions shall govern the hours of work for this representation unit, provided that these provisions shall not in any case interfere with essential services to be rendered by a department.

The normal workweek for all full-time personnel, and office clerical personnel shall be forty (40) hours.

The normal work week for library personnel shall be thirty-five (35) hours; provided, however, that by mutual agreement between the Department Head and the employee, library personnel may increase their normal work week up to forty (40) hours at an increase in pay of five percent (5%) or such increase in pay as is proportioned to the hours worked over thirty-five (35), (e.g., a thirty-seven and one-half (37-1/2) hour work week would entitle the employee to an additional two and one-half percent (2-1/2%) increase in pay.)

14.2 Shift Work at Treatment Plant.

The swing shift, graveyard shift, and weekend work at the sewer treatment plant shall be rotated among the plant operators as equally as possible.

Shift schedules shall be posted in advance with the expectation that such schedules will be in effect for at least six (6) months, it being understood that if schedule changes are required, employees will be given advance notice of such changes.

Employees assigned to work the swing shift or graveyard shift shall receive a shift differential of five percent (5%) above their base salary rate.

Section 15. Overtime

15.1 Overtime.

Authorized overtime will be compensated at one and one-half (1-1/2) times the straight-time rate based upon the regular monthly salary. The smallest unit of working time credited as overtime shall be one-half (1/2) hour, provided further that when an employee is called back beyond the normal working day, the smallest unit of overtime credited shall be one (1) hour.

If an employee is required to work on a holiday, he or she shall be paid one and one-half (1-1/2) times his or her straight-time hourly rate for all hours worked in addition to his or her holiday pay.

15.2 Call Back.

An employee who has completed his or her normal workday and is called back to work (from home) shall, upon reporting, receive a guaranteed minimum of three (3) hours' pay.

An employee who is called back to work and uses his/her personal vehicle to return to the work site shall be reimbursed for miles driven at the applicable IRS rate.

15.2.1 Early Call-In.

An employee who is called to report to work before his or her regular starting time and works continuously through the start of his/her regular workday shall be provided a minimum of two (2) additional hours of pay. Employees shall be compensated at the overtime rate for any hours worked in excess of his/her scheduled shift hours for that day.

15.3 Compensatory Time.

Unit 1 employees may periodically elect to accrue compensatory time in lieu of overtime pay. Employees shall make a choice, on the first regular workday after the overtime between the payment of overtime or the accrual and use of compensatory time off.

Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

Employees may not accrue compensatory time off that exceeds sixty (60) hours. Once a sixty (60) hour accrual has been attained, authorized overtime hours work will be paid at the overtime rate.

Accrued compensatory time off may be carried over from one fiscal year to the next; however, accrued compensatory time off balances may not exceed sixty (60) hours.

The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee.

15.4 Emergency Lodging.

In the event of an emergency, when the City requires an employee to stay overnight within the City limits, the City shall pay for the employee's related expenses which shall include lodging, meals, phone and any other approved expenses. During events of this nature, the employee will not be restricted to their work site or hotel, but will be immediately available.

Section 16. Holidays

The following days shall be paid holidays for all employees within Representation Unit 1, unless hereinafter excluded, in regular positions, working a regular, predetermined schedule of twenty (20) or more hours per week.

Holidays. The following days shall be paid holidays:

New Year's Day	(First day of January)
Martin Luther King's Birthday	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Juneteenth	(Nineteenth day of June)
Independence Day	(Fourth day of July)
Labor Day	(First Monday in September)
Veterans Day	(Eleventh day of November)
Thanksgiving	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Day	(Twenty-fifth day of December)

Effective January 1, 2006 and every January 1 thereafter, employees on the payroll at that time shall receive four (4) floating holidays which shall be added to said employee's vacation leave. If an employee is hired after January 1, they shall be eligible for pro-rated floating holidays in accordance with the following:

	Floating Holidays Accrual
Employees hired between January 1 and March 31	4 Floating Holidays
Employees hired between April 1 and June 30	3 Floating Holidays
Employees hired between July 1 and September 30	2 Floating Holidays
Employees hired between October 1 and December 31	1 Floating Holiday

(For employees hired between January 1, and June 30, 2016 they shall receive 2 floating holidays on adoption of the MOU.)

When a holiday is on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a regularly scheduled day off other than Sunday, employees shall receive an extra day off which shall be added to their accumulated vacation balances.

16.1 Regular Part-time Employees.

Regular part-time employees shall receive compensation in accordance with this Section for the City recognized holidays listed in Section 16. Holidays.

When a holiday falls on a regular part-time employee's day off, the part-time employee receives holiday credit prorated based on a full time schedule for that classification.

Section 17. Leaves of Absence**17.1 Vacation Leave for Employees in Unit 1.**

Effective January 1, 2017, employees shall accrue vacation in accordance with the table below.

Completed Years of Service	Annual Vacation Accrual	Maximum Vacation Accumulation
Less than 1 year	5/6 of a vacation day per month	4 weeks
1 year to 4 years	2 weeks	4 weeks
5 years to 9 years	3 weeks	6 weeks
10 years to 14 years	4 weeks	6 weeks
15 + years	5 weeks	6 weeks

Effective January 1, 2022, employees shall accrue vacation in accordance with the table below

Completed Years of Service	Annual Vacation Accrual	Maximum Vacation Accumulation
Less than 1 year	5/6 of a vacation day per month	4 weeks
1 year to 4 years	2 weeks	4 weeks
5 years to 9 years	3 weeks	10 weeks
10 years to 14 years	4 weeks	10 weeks
15+ years	5 weeks	10 weeks

Upon completion of each pay period, the yearly vacation shall be prorated and credited to each employee's account. Vacation shall be accrued during the probationary period; however, no vacation time off shall be used during the original probationary period.

At termination of a permanent employee, fractional periods of vacation shall be figured and credited to the employee's account. Unused vacation time at termination is compensated by payment at the employee's rate of pay. No vacation time is due to any employee who is terminated prior to being certified as a permanent employee.

Vacation leave for employees with less than five (5) years' service may not be accumulated beyond four (4) weeks, and for employees with more than five (5) years' service beyond ten (10) weeks

The time employees may take their vacation shall be determined in each case by the Department Head with regard to the needs of the service and the wishes of the employees.

Vacation leave accumulated and credited each month may be used at any time, subject to the above approval. Sickness that occurs during vacation leave, upon a doctor's certification, will be considered sick leave.

Recognizing that employees are entitled to take vacation on a basis of number of days per year, increasing with service, but that the accrual of vacation credit is prorated to fractional additions for each pay period, it is understood that employees are entitled to overdraw their accrued vacation

balances by a maximum of five (5) working days for the purpose of enabling the employee to take the annual vacation amount to which he or she is entitled. In the event of separation of an employee who has overdrawn his or her vacation balance, the final paycheck will be adjusted by deducting the earnings for the vacation time overdrawn.

Employees who are in positions compensated by a fixed monthly or yearly salary who are on leave without pay for more than ten (10) working days in any calendar month shall not accumulate vacation leave for that month.

17.2 Sick Leave.

Sick leave with pay shall be granted to all permanent employees in Unit 1 except as hereinafter provided at the rate of one (1) working day for each full calendar month of service. At the time of certification to permanent status, an employee shall be credited with six (6) days' sick leave and shall accumulate sick leave thereafter at the rate of one (1) day of sick leave for each full calendar month of service up to a maximum of one hundred eighty (180) days.

Employees in positions compensated by a fixed monthly or yearly salary who are on leave without pay for more than ten (10) working days in any calendar month shall not accumulate sick leave for that month.

Sick leave shall be charged at the rate of one (1) day for each normal workday's absence.

Sick leave may be taken for absences from duty made necessary by:

- (1) Personal illness or physical incapacity, caused by factors over which the employee has no reasonable immediate control.
- (2) Injury not incurred in line of duty, except where traceable to employment by an employer other than the City.
- (3) Medical, dental or eye examinations or treatment for which an appointment cannot be made outside of working hours.

Special leave with pay may be taken and charged against sick leave credits for:

- (4) Hospitalization of a member of the immediate family, or any member of an employee's household for whom the employee is entitled to claim an exemption under the Federal income tax law, or
- (5) Care of a member of the immediate family who is critically ill or injured, though not hospitalized, where such leave is approved by the head of the department.

For the sections referenced above, the definition of immediate family shall be restricted to father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, spouse, son, daughter, stepson, stepdaughter, and foster child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any other person for whom the employee is the legal guardian. Substantiation of the illness may be required by the Department Head.

An employee who absents himself or herself from duty on sick or special leave shall notify the head of the department, or such other person as department rules may provide, early on the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leave with pay for the period of absence.

Each such absence shall be reported by the departments to the Personnel Department, where proper records shall be maintained of all absences.

Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

Sick leave shall automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.

17.3 Proof of Illness.

In any request for sick leave with pay for three (3) or more calendar days, the Department Head may require a statement in writing signed by a regularly licensed physician, or the submission of other substantiating evidence that the employee is incapacitated and unable to perform his or her duties.

17.4 Payment for Unused Sick Leave.

In the event of retirement, death, or resignation from employment with the City, after ten (10) or more years of service, an employee, or his or her estate in the case of death, shall receive a cash payment equivalent to one-third (1/3) of the employee's accumulated but unused sick leave. This payment may not exceed 100 days total payment.

17.5 Leave Without Pay.

The Municipal Employee Relations Officer may grant an employee leave of absence without pay for a period not to exceed one (1) year whenever such leave is considered to be in the best interest of the City. For example, a leave may be granted to allow an employee to take a course of study which will increase his or her usefulness to the City upon return to his or her position. Such leave shall be requested in writing by the employee, and shall require written approval by the Department Head and the Municipal Employee Relations Officer. Upon expiration of the regularly approved leave without pay, the employee shall return to the position held at the time leave was granted. During an approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission for such leave. A leave without pay may be taken for temporary employment by the Union.

17.6 Military Leave.

Whenever a permanent employee in Unit 1 who is a member of a reserve component of the Armed Forces of the United States or of the National Guard and who has completed one (1) year of active military duty or one (1) full year in the City's employ and is required to be off work as the result of military orders to perform annual active duty military reserve training, he or she shall receive full salary for the fourteen (14) day period of training. In the event of an emergency declared by the President or his official representative, the employee will be paid for up to thirty (30) calendar days. The above payment shall be made provided that any money he or she receives for military leave is deposited with the Finance Department.

17.7 Funeral Leave.

In the event of the death in the immediate family of an employee who has one (1) or more years of seniority, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. If an employee has to travel in excess of Three Hundred (300) miles an employee shall be eligible to use two (2) days of accrued sick leave in addition to the funeral leave granted by the City. This provision does not apply if the death occurs while the employee is on leave of absence or layoff.

For the sections referenced above, the definition of immediate family shall be restricted to father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, spouse, child, son, daughter, stepson, stepdaughter, and foster child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any other person for whom the employee is the legal guardian. Substantiation of the death may be required by the Department Head.

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

17.8 Workers' Compensation Leave.

Whenever an employee in Unit 1 is required to be off work as the result of an injury or illness directly traceable to City employment, the employee shall receive full pay for time he or she is disabled up to a maximum period of sixty (60) calendar days for any one (1) period of such illness or injury; provided that any money which he/she receives for such illness or injury from the Workers' Compensation Insurance carrier is deposited with the Finance and Human Resources Department.

If an employee has a recurrence of a specific illness or injury or suffers an injury or illness directly related to a prior illness or injury, the employee will receive full pay only for the day on which the injury or illness occurs. Thereafter, the employee shall be paid in accordance with Section 17.2 Sick Leave. (For example, if an employee suffers a job related back injury, is released to return to work after a recovery period, and is unable to work at full capacity because of his or her back pain or reinjures his or her back while performing work, said employee would be paid for the last day worked and thereafter any pay would be deducted from his or her sick leave balance, if any. Conversely, the repeated contracting of poison oak would not be considered a reoccurrence of the same illness or injury.)

The above payments are to be made for any one (1) period of absence due to illness or injury and are to be integrated with any payments the employee receives from the Worker's Compensation Insurance Carrier.

17.9 Leave to Serve on Jury Duty or as a Witness at a Trial.

Whenever a permanent employee in Unit 1 is required during normal working hours to serve as a juror, or as a witness at a trial not involving City business, he or she shall be granted leave for such purpose upon presentation of a jury notice to the City Manager via his or her Department Head. He or she shall receive full pay for time he or she serves on the jury, or as a witness, provided that any money he or she receives for such duty is deposited with the Finance Department.

17.10 Maternity/Paternity Leave.

Maternity/Paternity leaves shall be granted in accordance with the FMLA and CFRA.

Section 18. Training

18.1 Credit for Training.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Municipal Employee Relations Officer.

18.2 Required Training.

If an employee is required to furnish his or her own transportation to attend a training course required by his or her Department Head when the course is conducted during his or her regular working hours, he or she shall be reimbursed for any public transportation fares or incurred tolls, parking and mileage. The mileage shall be the distance between his or her residence and the training site minus the distance between his or her residence and City Hall.

If an employee is required to furnish his or her own transportation to attend a training course required by his or her Department Head when the course is conducted during his or her off-duty hours, he or she will be reimbursed for public transportation fares or incurred tolls, parking and mileage.

Employees, who use their personal vehicles to attend seminars or classes required by the City, which were held outside City limits, will be paid for use of their personal vehicle at the applicable IRS mileage rate.

18.3 Tuition Refund Program.

- A. The City of Mill Valley will reimburse tuition costs within budgetary limitations to regular full-time employees in Unit 1 who successfully complete a college level course which is related to their job classification subject to the following requirements:
- (1) The course must be approved in advance by the City Manager.
 - (2) The employee must complete the course with a passing grade of at least "B" or its equivalent.
 - (3) This program is limited to payment of actual tuition costs only.
 - (4) Approval will not be granted to any one (1) employee for more than two (2) courses in any one (1) semester.
 - (5) This program is not available to probationary, part-time, seasonal or temporary employees.
 - (6) The City will not reimburse employees if they are eligible for tuition reimbursement from some other source, such as the Veterans Administration.

- B. If approved by the City Manager, the City will pay for or provide books required for the course and they shall become the property of the City.

18.4 Continuing Education.

The City shall ensure interested employees receive training/classes that enhance their performance and knowledge on the job and prepare them for advancement in the field of their employment or other positions offered by the City.

Section 19. Layoff and Reemployment

19.1 Notice of Layoff.

The Department Head shall give at least fifteen (15) working days' advance written notice to employees to be laid off. Such notice shall also be furnished to the Union.

19.2 Order of Layoff.

Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in permanent status. Layoffs and leaves of absence without pay shall be bridged in computing length of continuous service.

19.3 Bumping Rights.

An employee who had achieved permanent status at the time of layoff may displace the least senior employee in a lower classification provided the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

19.4 Recall.

An employee who had achieved permanent status at the time of layoff shall have his or her name placed on a recall list, which shall be maintained for eighteen (18) months from the time of layoff. Employees in the recall list shall be first recalled by seniority to fill openings in the classification from which they were laid off before other employees are hired to fill those openings. Returning employees shall be recalled to the same salary (including any negotiated increases as when laid off). Employees demoted as a result of a layoff shall be allowed to return to openings in the position from which they were demoted by seniority at the same salary (including any negotiated increases) they received at the time of demotion.

Failure of an employee to return to work when recalled as communicated by written notice will result in the termination of employment of said employee.

Section 20. Resignation

An employee wishing to leave the service in good standing, shall file with the Department Head at least two (2) weeks' notice of his or her intention to leave the service, and a written resignation stating the effective date and reasons for leaving, unless Department Head consents to his or her leaving sooner. The resignation shall be forwarded to the City Manager. Failure of the employee to give the notice required shall be entered on the service record of the employee and may be cause for denying future employment by the City. The resignation of any employee who fails to give the required notice shall be reported by the Department Head immediately. When an employee submits a voluntary written resignation from City employment effective on a subsequent date, said voluntary resignation may not thereafter be withdrawn without the consent of the City Manager.

Section 21. Discharge or Suspension

A permanent employee may be discharged or suspended for just cause. The employee shall be notified in writing of the proposed action, of the reasons for such action, and given any documents or materials on which the disciplinary action was based.

An employee who has received a Proposed Notice of Discipline shall have a right to a pre-disciplinary hearing. The employee must make a request for the pre-disciplinary hearing within ten (10) regular working days.

An employee may appeal the decision received in a pre-disciplinary hearing in accordance with the grievance procedure to the Department Head within ten (10) working days of the time at which the affected employee was notified of said action, provided, however, that probationary employees do not have such right of appeal.

If the City Manager's personal representative in pursuance of the procedures outlined in Section 22 resolve a grievance which involves suspension or discharge, he or she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to the Board established in accordance with Section 22 and the Board finds that the City has just cause to take the action complained of, the Board may not substitute its judgment for the judgment of management and if it finds that the City had just cause, it may not recommend reinstatement and it may not recommend any penalty upon the City.

Section 22. Grievances

22.1 Grievance Procedure.

- A. A grievance is any dispute which involves the discipline (discharge and/or suspension) of an employee or the interpretation or application of the Personnel Rules and Regulations of the City of Mill Valley and of those rules, regulations, resolutions, and/or ordinances which have been or may hereafter be adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, resolutions and ordinances as may be adopted by the City Council to affect memoranda of understanding which result from the meeting and conferring process.
- B. Grievance shall be processed in the following manner:
 - (1) Any employee who believes that he or she has a grievance may discuss his or her complaint with his or her Department Head or with such subordinate management official as the Department Head may designate. Grievances must be initially brought up within ten (10) working days of the occurrence giving rise to the grievance, or they shall be considered waived and abandoned. The Department Head or his or her designated subordinate shall have ten (10) working days to reply to a grievance. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the Union, the procedures hereinafter specified may be invoked.
 - (2) Within ten (10) working days, in the case of grievances initially presented but which were not resolved within the department, or ten (10) working days in the case of all other grievances, any employee and/or any official of the Union may notify the City Manager in

writing that a grievance exists, and in such notification state the particulars of the grievance and, if possible, the nature of the determination which is desired. If the grievance is not processed within the ten (10) day working period, as the case may be, it shall be deemed waived and abandoned. The City Manager shall designate a personal representative and attempt to reach a satisfactory resolution of the problem. Nothing herein, however, shall preclude the City Manager from investigating said grievance and attempting to reach a satisfactory resolution. The City Manager or his/her personal representative shall have a twenty (20) day working period to investigate and explore satisfactory resolution of the problem; if no resolution is reached or the City fails to respond in the twenty (20) day working period, the grievance may be appealed in writing. No grievance may be processed under item (3) below which has not first been filed and investigated in pursuance of this item (2), unless the City fails to respond in the twenty (20) day working period.

- (3) Any grievance which is not resolved in pursuance of the earlier provisions of this procedure may be appealed in writing within ten (10) working days or within thirty (30) working days if the City did not respond at 22.1.B.(2) to an impartial third party. If the parties are not able to agree upon an impartial third party, the parties shall request a list of five (5) arbitrators from the California State Conciliation Service, and the parties shall alternately strike a name until one (1) name remains, who shall be selected. The decision of the Arbitrator shall be in the form of a written recommendation to the City Manager, with a copy to the Union. The Arbitrator shall, in no event, entertain, hear, or make recommendations on any dispute involving a position over which a formally recognized employee organization has jurisdiction, unless such dispute falls within the definition of a grievance as hereinabove set forth in Paragraph A. The fees of the impartial third party, or a court reporter, if any, shall be shared equally by AFSCME Local 2167 and the City. Each party shall bear the cost of its own representation including preparation and post hearing briefs, if any.
 - (4) All of the above time limits may be waived by mutual agreement between the employee organization and the City.
- C. No grievance involving the suspension or discharge of an employee will be entertained unless it is filed in writing with the Department Head within ten (10) working days of the time at which the affected employee was notified of such action.

If the City Manager in pursuance of the procedures outlined in Item B (2) above resolves a grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to the impartial third party established in accordance with Item B (3) above and the impartial third party finds that the City Manager has cause to take the action complained of, the impartial third party may not substitute its judgment for the judgment of management and if it finds that the City Manager had cause, it may not recommend reinstatement and it may not recommend any penalty upon the City.

- D. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Department Head. In such cases, no adjustment shall be effective before the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the Personnel Rules and Regulations of the City of Mill Valley or the rules, regulations, resolutions and ordinances of the City Council,

or in accordance with understandings contained in any memorandum of understanding which has resulted from the meeting and conferring process and subsequently adopted by the City Council shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

22.2 Stewards.

There shall be one (1) steward in each of the following areas: Shop, Finance and Library, Parks and Recreation, Streets, and Sanitation.

If the employee desires the assistance of an authorized Union representative as provided in step (2) of the grievance procedure, the City agrees to permit one (1) steward, designated by the Union, reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Union representative shall obtain the specific approval of the Department Head or other authorized City management official before leaving his or her duty or work station or assignment for the purpose of processing a grievance.

Section 23. Off-Duty Employment

Any employee in Unit 1 who accepts gainful employment with another employer during off-duty hours shall notify the City Manager. This employment shall not interfere with his or her regular City employment.

Section 24. Additional Benefits

24.1 Information on Insurance and Retirement Plans.

The master policy for insurance and retirement plans shall be on file in either the Department of Finance or the office of the City Clerk. Employees shall be allowed to review these policies in case they have any questions about the provisions of the plans.

24.2 Retirement.

The City is a member of the Public Employees' Retirement System (PERS) of the State of California for the purpose of providing retirement benefits to eligible employees.

Miscellaneous Employees hired prior to March 25, 2011 will be provided with a 2.5% @ 55, highest one year compensation retirement plan.

Miscellaneous Employees hired on or after March 25, 2011, and prior to January 1, 2013, will be provided with a 2.0% @ 55, highest three year average compensation retirement plan

Employees, hired after January 1, 2013, who are classified as "Classic" under PEPRA will be covered by the CalPERS 2.0% @ 55 Plan.

All Miscellaneous employees hired on or after January 1, 2013, will be provided PERS retirement benefits in compliance with the 2012 Public Employees Pension Reform Act (PEPRA) as follows:

- Employees classified as “New” under PEPPRA will be covered by the PERS 2.0% @ 62 Plan.
- All employees hired on or after January 1, 2013, classified as “New” under PEPPRA will pay fifty percent (50%) of the Normal Cost of their Plan as calculated annually by PERS.

All employees hired prior to January 1, 2013, and all employees hired on or after January 1, 2013, classified as “Classic” under PEPPRA, will pay the full PERS Employee Contribution amount (8.0% or 7.0%).

24.3 Retiree's Medical.

EMPLOYEES HIRED PRIOR TO APRIL 1, 2013

Employees hired prior to April 1, 2013, with 15 time years of service or its full-time equivalent, with the City of Mill Valley that have a normal PERS retirement from the City of Mill Valley shall be eligible for paid medical benefits for themselves and their spouse after retirement up to the City of Mill Valley Kaiser premium amount. The following employees shall qualify for paid medical benefits for themselves and their spouse after retirement with only 15 years of service with the City of Mill Valley

- Donna Brown
- Victoria Frey
- John Wallschlaeger

An employee who meets the above criteria shall qualify for medical coverage for the remainder of his/her life and/or that of his/her spouse (if eligible).

In the event the City of Mill Valley is required by Federal law to place employees covered by this Memorandum of Understanding back into the Social Security system, the City will pay for the cost of retiree medical for employee and/or spouse as specified above.

Retired employees who move outside the medical providers', will be compensated by the City for medical benefits for themselves and their spouse (if eligible) not to exceed the Kaiser employee only or the Kaiser employee +1 rate as specified above. Compensation will be made quarterly upon proof of coverage.

EMPLOYEES HIRED ON OR AFTER APRIL 1, 2013 AND PRIOR TO JANUARY 1, 2017

Employees hired on or after April 1, 2013, and prior to January 1, 2017, with 20 full time years of service or its full-time equivalent, with the City of Mill Valley who have a normal PERS retirement from the City of Mill Valley shall be eligible for paid medical benefits for the employee only up to two-thirds (2/3) of the employee only Kaiser premium amount.

In the event the City of Mill Valley is required by Federal law to place employees covered by this Memorandum of Understanding back into the Social Security system, the City will pay for the cost of retiree medical for employee and/or spouse as specified above.

Retired employees who move outside the medical providers' area, will be compensated by the City for medical benefits in accordance with the appropriate City contributions provided above. Compensation will be made quarterly upon proof of coverage.

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2017

For employees hired on or after January 1, 2017, the City shall provide the following contribution to a RHSA:

Years of Service	Employee Contribution	City Contribution
0 to completion of 12 months	1.0%	None
13 months to completion of 60 months	1.0%	1.0%
61 months +	1.5%	1.5%

24.4 Health and Dental Insurance.

The City is enrolled in group health plans for the purpose of providing hospital-medical benefits for eligible employees. These plans are: Kaiser Foundation Health Plan, a PPO and potentially an additional HMO medical plan. Effective October 1, 2010 the co-pay for these Plans will be increased to no more than \$20 for office visits and prescriptions. An eligible employee may select one of these three plans in accord with the provisions of the plans.

The City shall pay the cost of providing medical coverage for the employee and his/her eligible dependents; provided, however, that in no event shall the City be obligated to contribute an amount in excess of the Kaiser family rate.

The City provides dental care. The City shall pay the cost of providing dental coverage for the employee and his/her eligible dependents. The annual cap for Dental shall be \$3,000.

Effective October 1, 2011, the City shall provide Unit 1 employees who are regular scheduled to work 20 hours a week, but less than full time with pro-rated City health insurance contribution based on the number of hours the employee is schedule to work. This section shall not apply to the following employees unless they subsequently accept full time employment or separate from the City:

- FREY, VICTORIA C
- BROWN, DONNA F
- WALLSCHLAEGER, JOHN

24.6 Duplicate Medical Coverage.

Effective the first of the month following the adoption of this Memorandum of Understanding, any employee who has health plan coverage as a result of being an eligible dependent of a person employed either by the City or elsewhere may request that his/her health plan coverage as an employee of the City be terminated; and that, in lieu of the amount the City would otherwise pay for the health plan coverage for that employee, one hundred seventy-five (\$175.00) per month will be paid by the City into the employee's deferred compensation account. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage for him/herself which shall be confirmed annually before July 1, of each year, and agree to pay for

COBRA coverage, if available, until the following July 1 should coverage be lost through change of dependent status or employment status of the person covering the employee. Re-enrollment in a City-sponsored health plan will be subject to the rules of the specific health plan.

24.7 Life Insurance.

The City pays the full cost of providing life insurance coverage of Fifty Thousand Dollars (\$50,000) face value for eligible employees. Employees may at their own option and expense purchase additional life insurance.

24.8 Long-Term Disability Insurance.

The City pays the full cost of providing long-term disability insurance for eligible employees with maximum coverage of \$2,000 per month. Effective July 1, 2013 or upon adoption of the agreement, whichever is later, the City will increase the maximum coverage to \$5,200 per month.

24.9 License Fees.

The City shall pay all fees related to all certificates and licenses required in connection with City employment. This provision does not apply to California State Driver's Licenses.

24.10 Rest Periods.

The City's present practice of allowing employees two (2) fifteen-minute rest periods per work shift conducted during the regular work shift will continue.

24.11 Safety.

Safety Committee meetings will be held with union representatives to review injury reports, safety issues, and to recommend remedial action. The City will conduct safety seminars for all employees whenever appropriate. Such seminars will be conducted during the regular work shift.

24.12 Uniforms.

All Parks and Recreation and Public Works personnel required to wear uniforms will be entitled to a maximum of Two Hundred Fifty Dollars (\$250.00) for the purchase of pants only.

All uniforms shall be worn in accordance with regulations issued by the City Manager.

24.13 Safety Shoes.

Effective July 1, 2000, the maximum allowance for replacement of worn out or damaged safety shoes will be Three Hundred and Fifty Dollars (\$350.00) over two (2) years.

Effective July 1, 2018, the maximum allowance for replacement of worn out or damaged safety shoes will be Two Hundred Dollars (\$200.00) annually.

24.14 Safety Glasses.

All SASM, Parks and Recreation and Public Works personnel that wear prescription glasses and are required to wear safety glass while on the job will be reimbursed for the purchase of prescription safety glasses. Effective two pay periods after adoption of the MOU, reimbursement will not exceed Two Hundred Dollars (\$200.00) for single correction or double correction.

Replacement of prescription safety glasses will occur only due to change in prescription or work related damage to glasses.

24.15 Mechanic's Tools.

Effective July 1, 2000, the Auto Mechanic and Maintenance Mechanics will receive a maximum tool allowance of Three Hundred Dollars (\$300.00) per year. Tools purchased shall be applicable to the employee's job.

24.16 Reimbursement.

To receive the allowances specified in Section 24.12 through 24.15, an employee should submit a receipt to the Department Head upon purchase of replacement clothing, safety shoes or mechanic's tools.

24.17 Deferred Compensation.

Effective July 1, 1999, the City shall match any employee's contribution to the employee's deferred compensation account, on a dollar-for-dollar basis, up to a total City contribution of Three Hundred Dollars (\$300.00) per year.

24.18 Video Display Terminal Users Eye Examination.

The City of Mill Valley (City) agrees to provide an annual eye examination on City time and at City expense as follows:

1. Eligible employees are entitled to an eye examination, replacement frames and lenses, if prescribed, once every twelve (12) months.
2. Eligible employees must use video display terminals at least an average of two (2) hours per day as certified by their department.
3. Eligible employees who wish an eye examination under this program must request it through their Department Head. The City will arrange for eye examinations and monitor the results on a citywide basis.
4. Should prescription VDT glasses be prescribed for the employee, following an eye examination, the City agrees to provide up to a maximum of Two Hundred Fifty Dollars (\$250.00) per year for the cost of the eye examination and frames.

Employees who purchase lenses or frames of a different type or beyond the allowable expense will be responsible for paying the doctor directly for the additional cost.

24.19 Family Medical Leave Act.

The City will comply with the requirements of the Family Medical Leave Act.

24.20 Ergonomic Workplace.

The City agrees to continue to monitor all workstations to ensure that they are ergonomically correct.

24.21 Professional Reimbursement.

The City will reimburse all full-time professional Library staff for up to Fifty Dollars (\$50.00) annually for professional membership expenses.

24.22 Labor/Management Committee.

The Committees role can be expanded to address other labor/management issues which are not subject to collective bargaining.

Section 25. Special Compensation

Only those employees who have passed a training program in the operation of the backhoe and grader and have been at step 7 for at least one year and receive an additional 7% salary at the effective date of this MOU (2012-2016) may continue to receive said additional salary. This special compensation shall not be available to any employee not receiving it at the effective date of this MOU (2012-2016). As of the effective date of the 2012-2016 MOU, the following employees are qualified to receive the additional 7% special compensation:

- o Robert Alberto
- o Frank Zanco
- o Eismael Sandoval

Section 26. Personnel Files

Employees will be given copies of derogatory material and letters of commendation before such material or letters are placed in the employee's official personnel file which is maintained at City Hall.

Section 27. Personal Property Reimbursement

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

1. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
2. Ordinary wear and tear of personal property used on the job is not compensated.
3. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
4. The loss or damage must have occurred in the line of duty.
5. The loss or damage was not a result of negligence or lack of proper care by the employee.
6. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
7. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
8. The burden of proof is on the employee.

Section 28. Backflow License

Those employees who at City request have obtained a backflow license and are specifically assigned by the City to perform the backflow work shall be paid One Hundred Fifty Dollars (\$150.00) per year for the performance of such work.

Section 29. Subcontracting

Prior to a final decision being reached, the City will give the Union at least thirty (30) calendar days notice of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining unit where such contracting or subcontracting would result in layoff of such bargaining unit members or elimination of authorized positions from the budget. The Union shall be given the opportunity to meet with the City to discuss the effect of the proposed action upon its members.

Section 30. Sexual Harassment

All City employees will be subject to disciplinary action including possible termination of employment for sexual harassment which includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, which such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

Section 31. Communications

Employees who are provided with City-issued work cellphones must keep their device on their person or nearby at all times while on shift. Calls received on the work cellphone must be answered (or a missed call returned as soon as reasonably possible) while at work under normal circumstances. Notwithstanding the above, employees should not use cell phones in unsafe conditions, such as while operating a vehicle or heavy equipment..

Section 32. Scope of Memorandum of Understanding

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

It is mutually recommended that the modifications shown above be made applicable on the dates shown above and in conjunction with the existing Personnel Rules and Regulations of the City of Mill Valley as they may be modified herein shall constitute the entire program for compensation and conditions of employment for such employees for the period July 1, 2021 through June 30, 2025.

Dated: 02/08/2022

[Signatures on following page]

LOCAL 2167 MILL VALLEY EMPLOYEES
ASSOCIATION, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME):

Angel Friso



Mayo Sandoval

Lisa Davis

CITY REPRESENTATIVE:

Alan E. Pionbo, Jr.

Municipal Employees Relations
Officer