

Memorandum of Understanding

between the

City of Richmond

and the

**S.E.I.U. Local 1021
General Employees Bargaining Unit**

July 1, 2013 – March 31, 2016

TABLE OF CONTENTS

PREAMBLE	-1-
ARTICLE I - GENERAL PROVISIONS	
A. DISCRIMINATION PROHIBITED.....	-1-
B. MUTUAL RIGHTS AND RESPONSIBILITIES.....	-1-
C. RECOGNITION.....	-2-
D. AGENCY SHOP.....	-2-
E. DUES DEDUCTION.....	-3-
F. UNION REPRESENTATION.....	-3-
ARTICLE II - DIRECT PAY FOR SERVICES	
A. SALARY.....	-4-
B. ACTING PAY.....	-4-
C. OVERTIME AND COMPENSATION FOR OVERTIME.....	-5-
1. Rate of Compensation for Overtime Worked.....	-5-
2. Factors Which Govern Compensation for Overtime Worked.....	-5-
3. Effect of Termination on Overtime.....	-5-
4. Approval.....	-5-
5. Call Back Time.....	-5-
6. Certain Exceptions and Exclusions.....	-6-
D. SHIFT DIFFERENTIAL.....	-6-
E. BILINGUAL PAY.....	-6-
F. TRAINING DIFFERENTIAL.....	-6-
G. STANDBY PAY.....	-7-
H. PROMOTION - EFFECT ON RATE OF COMPENSATION.....	-7-
I. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES.....	-7-
J. ELIGIBILITY FOR SALARY ADVANCEMENT.....	-7-
K. PERFORMANCE EVALUATIONS.....	-8-
L. DEMOTION.....	-8-
ARTICLE III - INDIRECT PAY AND ALLOWANCES	
A. INSURANCE.....	-8-
1. Medical Plans.....	-8-
2. Dental Plan.....	-11-
3. Vision Plan.....	-12-
4. Life Insurance.....	-12-
5. Disability Insurance.....	-12-
6. Flexible Benefits Plan.....	-13-
B. LEAVES.....	-13-
1. Leaves of Absence.....	-13-
2. Bereavement Leave.....	-14-
3. Sick Leave.....	-15-

4. Family and Medical Care Leave	-16-
5. Parental Leave.....	-17-
6. Jury Duty.....	-18-
7. Military Leave.....	-18-
8. Vacation Leave	-19-
9. Injury Leave Payments	-22-
10. Court Appearances	-23-
C. HOLIDAYS.....	-24-
D. ALLOWANCES.....	-25-
1. Meal Allowance.....	-25-
2. Personal/Professional Development	-25-
3. Tuition Reimbursement	-25-
4. Safety Footwear.....	-25-
5. Certifications & Licenses.....	-26-
6. Uniforms	-26-
7. Tools.....	-27-
8. Rain Gear	-27-
E. PART-TIME PROVISIONS.....	-27-
F. RETIREMENT	-28-

ARTICLE IV - WORKING CONDITIONS

A. BULLETIN BOARDS.....	-28-
B. HOURS OF WORK, MEAL PERIODS AND REST PERIODS	-29-
C. SHIFT CHANGE	-30-
D. SAFETY COMMITTEE.....	-30-
E. MEETINGS WITH SUPERVISORS	-31-
F. EMPLOYEE ASSISTANCE PROGRAM.....	-31-
G. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS.....	-32-

ARTICLE V - PERSONNEL PROVISIONS

A. LAYOFF	-32-
B. PROBATIONARY PERIOD	-33-
1. Purpose of the Probationary Period.....	-33-
2. Length of Probationary Period	-34-
3. Rejection During Probationary Period.....	-34-
4. Rejection of Probationer Following Promotion.....	-34-
5. Probationary Performance Reports.....	-34-
6. Effects of Leaves of Absence on Probationary Period	-35-
C. REINSTATEMENT	-35-
D. RESIGNATION	-35-
E. SEVERANCE PAY	-36-
F. REASSIGNMENT.....	-36-
G. TRANSFER	-36-
H. ORAL INTERVIEWS - UNION OBSERVER	-37-
I. PAY DAYS.....	-37-
J. SEWER MAINTENANCE TITLES	-37-

K. ACTION FORMS.....	-37-
L. PERSONNEL FILES	-37-
M. EXAMINATION ANNOUNCEMENTS.....	-38-
N. NEPOTISM	-38-
O. UTILIZING THE LEAP PROGRAM.....	-39-

ARTICLE VI - GRIEVANCE AND APPEAL

A. GRIEVANCE PROCEDURE	-39-
1. Time Limits	-39-
2. Procedure	-39-
3. Personnel Rule XI, Appeals-Hearings.....	-40-
B. BINDING ARBITRATION	-42-
1. Definition of Grievance for Binding Arbitration	-42-
2. Request Procedure	-43-
3. Selection Procedure.....	-43-
4. Costs.....	-43-
C. DISCIPLINE.....	-44-

ARTICLE VII - RESOLUTION

A. TERM OF AGREEMENT	-45-
B. CONTRACTING OUT/TEMPORARY EMPLOYEES.....	-45-
C. AGREEMENTS FURNISHED	-46-
D. CONTINUATION OF BENEFITS	-46-
E. FULL UNDERSTANDING	-47-
F. SEPARABILITY OF PROVISIONS.....	-47-
G. RETROACTIVITY	-47-
H. NO STRIKE/NO LOCKOUT PROVISION	-47-
I. UNION BUG	-47-
J. LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS.....	-48-

ATTACHMENT A- Classifications

ATTACHMENT B- Definitions

ATTACHMENT C- Weingarten Rights

ATTACHMENT D-Building Inspectors' Certifications

ADDENDUM - Civilian Probationary Review Board

ADDENDUM- Citywide Service Quality Committee

SIDE LETTER - Flex Scheduling

SIDE LETTER - Maintenance Aides

MEMORANDUM OF UNDERSTANDING

between

CITY OF RICHMOND

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

GENERAL EMPLOYEE BARGAINING UNIT

2013 - 2016

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Section 3500 et seq.), as amended, and has been jointly prepared by the parties.

Service Employees International Union Local 1021, AFL-CIO, is the recognized employee organization for the General Employees Bargaining Unit and has concluded this Memorandum of Understanding through its authorized representatives. The employee classifications in such bargaining unit are set forth in the Recognition section of this Memorandum of Understanding and the Services Employees International Union Local 1021, AFL-CIO, hereinafter referred to as "the Union," is recognized as the exclusive representative of employees assigned to such classifications.

ARTICLE I - GENERAL PROVISIONS

A. DISCRIMINATION PROHIBITED

There will be no discrimination against any employee because of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, national origin, lawful activities on behalf of the Union, lawful social activities not affecting or related to work performance, or for any other reason prohibited by law.

B. MUTUAL RIGHTS AND RESPONSIBILITIES

The City of Richmond and Service Employees International Union Local 1021 agree that both have obligations and responsibilities to see that the statutory and budgetary objectives of the City of Richmond are attained and that the public receives services as programmed in an effective and efficient manner. The City of Richmond has the duty to execute the traditional responsibilities of management including the determination of the level of and the manner in which City activities are conducted, managed, and administered and to

ARTICLE I - GENERAL PROVISIONS (continued)

maintain rules and procedures for the administration of the City to attain these goals. The Union recognizes management's responsibilities and rights in this regard. The City, in turn, recognizes its responsibility to treat employees fairly and equitably and to meet and confer with the Union over changes affecting terms and conditions of employment

C. RECOGNITION

The City recognizes the Union as the sole and exclusive representative for the General Employee Bargaining Unit consisting of the classifications listed in Attachment "A", as well as any new classifications which may be assigned to this representation unit by the City Manager. The Union's appeal rights are described in the City's Employer Employee Relations Resolution 134-9.

D. AGENCY SHOP

Effective May 1, 1984, the City agrees to an agency shop provision, in accordance with State Law, with automatic dues deduction.

During the term of this agreement, an employee in the classes included in this Memorandum of Understanding and, in the case of a newly hired employee who will become a union member within thirty (30) calendar days of employment, shall remain a member in good standing in the union; or pay to the union an initial fee equal to the regular initiation fee; and thereafter a monthly service fee equal to the regular monthly union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the union, and thereby pay sums equal to union dues, initiation fee or service fees to (1) American Cancer Society; (2) the American Heart Association; or (3) Sickle Cell Anemia Research and Education, Inc., (SCARE), in lieu thereof.

The Union shall indemnify and save harmless the City, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said fees described above.

The City shall furnish the union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations.

ARTICLE I - GENERAL PROVISIONS (continued)

E. DUES DEDUCTION

In accordance with the State Law, said deductions in Section D., above shall be forwarded promptly to the union office. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues, union fees, voluntary political contributions to COPE, insurance premiums, and/or agency fees. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over union dues or agency fees.

In conjunction with Union dues deductions and COPE deductions, employees may designate additional payroll deductions for supplemental insurance premiums, voluntary contributions and supplemental union fees. Such designations shall be made on forms furnished by the Union. The City, on receipt of said forms shall forward said premiums, contributions and/or fees to the union in the same manner as Union dues, and shall itemize the breakdown of dues, COPE, and all other premiums or contributions forwarded.

F. UNION REPRESENTATION

The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies, and ordinances regulating wages, hours and working conditions.

The City shall afford said officers (up to 3) and stewards reasonable time off during working hours without loss of compensation or other benefits when meeting with city representatives regarding grievances arising over the interpretation of rules, policies and ordinances regulating wages, hours and working conditions; provided, however, that said time is scheduled in advance with the supervisor so as not to unduly interfere with work load and job requirements as determined by the department head or division head.

The City shall allow designated officers (up to 3) and stewards one hour of paid time off to attend the Union's Monthly Stewards Meeting. The Union shall provide the City's Human Resources Director with a list of designated stewards and an annual list of scheduled Monthly Stewards Meetings.

During negotiations for a successor to this Memorandum of Understanding, the Union may designate up to 8 persons from the bargaining unit to meet and confer with the City's representatives.

ARTICLE II - DIRECT PAY FOR SERVICES

During meetings with management (including Skelly meetings) regarding potential employee discipline, the Union may designate up to two stewards or officers in addition to professional union staff to attend, not to exceed three representatives.

General Membership meetings do not occur during working hours. Employees do not receive paid release time to attend, travel to or prepare for general membership meetings. However, employees who have a thirty (30) minute lunch may use up to sixty (60) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. Employees who have a sixty (60) minute lunch may use up to thirty (30) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. An employee must obtain prior approval to use accrued vacation leave as provided in Article 3(B)(8).

ARTICLE II - DIRECT PAY FOR SERVICES

A. SALARY

The salary schedule for classifications represented in the bargaining unit is attached to this MOU as Attachment "B."

1. Effective July 1, 2013, salaries for all classes in the General Employees bargaining unit shall be increased two percent (2.0%) over salaries then in effect.
2. Effective January 1, 2014, salaries for all classes in the General Employees bargaining unit shall be increased one percent (1.0%) over salaries then in effect.
3. Effective July 1, 2014, salaries for all classes in the General Employees bargaining unit shall be increased one percent (1.0%) over salaries then in effect.
4. Effective January 1, 2015, salaries for all classes in the General Employees bargaining unit shall be increased one percent (1.0%) over salaries then in effect.
5. Effective July 1, 2015, salaries for all classes in the General Employees bargaining unit shall be increased one percent (1.0%) over salaries then in effect.

B. ACTING PAY

1. Each employee who is assigned to work in a position in a higher classification and who assumes the responsibilities and performs substantially all of the day-to-day duties of the position shall receive for each day of service in such class that step in the range allocated to the higher class which provides at least a five percent increase (5%) above his/her present salary rate, not to exceed the top step of the higher class, provided that the department head, with the approval of the City Manager, has so assigned the employee utilizing a Personnel Action Form. An employee so assigned must assume all or

ARTICLE II - DIRECT PAY FOR SERVICES (continued)

substantially all of the duties and responsibilities of the higher paid classification. An employee flexibly staffed within the employee's job classification series does not earn acting pay.

2. Should any member so assigned and working in a higher classification incur an injury or illness which involves lost time during such assignment, he or she shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specified assignment only.

C. OVERTIME AND COMPENSATION FOR OVERTIME

1. **Rate of Compensation for Overtime Worked.** Each employee in the classified service (clerical, professional, or blue collar) who is required to work, during any one calendar week, in excess of either his/her normally scheduled work day or work week shall be compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.

2. **Factors Which Govern Compensation for Overtime Worked.** Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to one hundred (100) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the department head.

3. **Effect of Termination on Overtime.** Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime of record.

4. **Approval.** All overtime work shall be subject to prior approval of the City Manager or his/her designee.

5. **Call Back Time.** An employee called back to work shall be credited with a minimum amount of three hour's time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher, supervisor, or the senior staff person on duty at the Waste Water Treatment Plant) to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. These call back provisions shall apply to mandatory meetings convened on an employee's scheduled day off. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call

ARTICLE II - DIRECT PAY FOR SERVICES (continued)

back time shall not be credited to any employee for time worked during the normal work day for that employee.

6. **Certain Exceptions and Exclusions.** Each employee who works under a seasonal, limited term, part-time or intermittent appointment shall be excluded from these provisions until the total hours actually worked by such employee in a calendar week exceeds the full work week as herein defined.

D. SHIFT DIFFERENTIAL

1. An employee who is regularly assigned to work five (5) or more hours between the hours of 4 p.m. and 12 midnight (evening shift) shall receive an additional five percent (5%) above his/her individual salary rate. An employee who is assigned to work five (5) or more hours between the hours of 12 midnight and 8 a.m. (night shift) shall receive an additional seven and one-half percent (7-1/2%) above his/her individual salary rate.

2. Library employees and Recreation Program Coordinators who are assigned to work between the hours of 5 P.M. and 9 P.M., shall receive additional compensation of eighty cents (\$.80) each hour.

Employees working rotating shifts (defined as shifts where an employee is required to change from days, swing, and graveyard on a regular basis, but not when such changes occurs less frequently than once each 6 months) shall receive in addition to their regular compensation 7 1/2% when working graveyard, 5% when working swing, or 2 1/2% when working days. Shift work for bargaining unit members not in the Police Department will generally be assigned for a six month period.

3. Payment of these differentials shall be for evening or night shifts actually worked except that an employee regularly assigned to an evening, or night or rotating shift shall continue to receive the pay differential during paid leave to the extent required by law.

E. BILINGUAL PAY

Positions certified by the Human Resources Management Department as bilingual shall receive 2% additional compensation. The City agrees to add sign language to the languages eligible for bilingual compensation.

F. TRAINING DIFFERENTIAL

Communication Dispatchers II and Jailers shall receive a 5% differential above their base pay when assigned to formal training duties in accordance with the Police Department's training program for new Dispatchers and Jailers. Additionally, Communications Dispatchers II will receive two (2) hours of overtime per week during the time period they are assigned to formal training duties to facilitate the completion of the daily and bi-weekly

ARTICLE II - DIRECT PAY FOR SERVICES (continued)

observation reports.

G. STANDBY PAY

Employees assigned to standby duty, during any consecutive 7-day period, shall be paid fifty two (52) hours at straight time for forty (40) hours of work. If an employee is not available for duty during any portion of the seven-day period, due to illness or other reason, 1.1 hours shall be deducted for each day or portion of the day he/she is not available.

H. PROMOTION - EFFECT ON RATE OF COMPENSATION

Whenever an employee is promoted to a higher class, he/she shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class. Such increase must be at least five percent.

I. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES

"Y" rating occurs when the City eliminates a job classification and reallocates the employee to another classification, with a lower maximum salary than the maximum salary for the incumbent's eliminated classification. The City shall also "Y" rate an employee occupying a position in a classification, if the maximum salary rate is reduced. Such continuation of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates his/her position, the employee's successor in that position shall be paid in accordance with the salary ranges established by this Memorandum of Understanding. This section shall not apply to an employee who voluntarily demotes to a lower paying classification.

J. ELIGIBILITY FOR SALARY ADVANCEMENT

An employee shall normally be eligible for salary advancement within the salary range for the employee's classification for each year of satisfactory service unless the employee's classification only has one rate of pay. If an employee's service is not deemed satisfactory, based on a written performance evaluation, the employee may not be eligible for consideration for salary advancement.

If an employee does not receive an evaluation within 60 days after his/her anniversary date and the employee is scheduled for a step increase, the step increase will be paid to the employee retroactively to his/her anniversary date.

Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the bargaining unit within the currently approved salary range for good or sufficient cause.

ARTICLE III - INDIRECT PAY AND ALLOWANCES

K. PERFORMANCE EVALUATIONS

Each employee shall receive a written performance evaluation annually on or about his/her anniversary date. The anniversary date is the date an employee was hired, or last promoted. An employee's anniversary date may change during employment for various reasons. Evaluations are due on or about the employee's current anniversary date.

Performance evaluations serve to 1) memorialize an employee's performance and behavior during the rating period, 2) identify and/or remind the employee about necessary performance and/or behavioral areas for improvement, and 3) offer suggested means to improve. In short, evaluations both record and teach. Both parties prefer to have supervisors provide this feedback to employees in a verbal and/or written manner on an as-needed basis during the rating period, culminating in a written performance evaluation. Supervisors may document their interactions with employees to provide this feedback. Evaluations must be factual. Evaluations should not falsely portray an employee's performance and/or behavior positive or negative.

L. DEMOTION

The City shall determine an employee's new rate of compensation within the salary range for the employee's new classification in all cases of demotion, (voluntary or disciplinary).

ARTICLE III - INDIRECT PAY AND ALLOWANCES

A. INSURANCE

For purposes of this Article, when referred to herein the term "Registered Domestic Partner" shall mean a person who meets the criteria specified in Section 297 of the Family Code of the State of California and who is duly registered as such by the California Secretary of State's Office.

1. Medical Plans

a. The City shall contract with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. Unless prohibited by PERS or by law, the health plan coverage described herein shall apply to persons retired.

b. The City shall pay \$20.00 per month to PERS on behalf of each active employee. In the event PERS requires a minimum employer payment in excess of \$20.00 per month, the

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

City and Local 1021 shall meet and confer regarding payment of such additional amounts during the term of this agreement. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the current minimum rate of 5% required by PERS regulations, until it reaches the amount (\$20.00) contributed on behalf of each active employee. In the event PERS requires an additional minimum employer payment for retirees in excess of \$2.00 per month, the City and Local 1021 will meet and confer regarding payment of such additional amounts during the term of this agreement.

c. **Active employees benefit account:** In addition to the contributions listed above the City shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less \$20.00, or any other less expensive medical plan included in PERS. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. For the term of this Agreement only, should the premium for the Kaiser North medical plan change, the City shall change the dollar amount to be paid toward this benefit by the same amount as the premium change. If any employee chooses a plan more expensive than the Kaiser North plan, the City contribution shall be no more than the Kaiser North premium, less \$20.00, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

d. **Cafeteria Option:** Bargaining unit members who opt not to use the above medical insurance, and who can document to the City's satisfaction that he/she has group health insurance benefits through a spouse's plan or through another source shall receive a credit of \$200 (\$150 if not eligible for dependent coverage) a month. This option is available upon initial employment and at the annual insurance benefits "open period." In the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs. Bargaining unit members receiving the \$200 credit in lieu of benefits may apply the credit towards the IRS Section 125 Flexible Benefits Plan described in section III.A.6., or receive the \$200 as a taxable addition to their salary.

e. The City shall not treat the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

f. Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the \$20 monthly premium described in Article III, Section A(1).

Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.

g. Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made.

h. **Retired Employees:** Effective January 1, 2010, a monthly payment of \$435 shall be made to each retiree without dependents at the time of retirement or \$567 if the retiree has one or more dependents, provided the retiree meets the eligibility requirements below. When a retiree or dependent becomes eligible for Medicare benefits, the monthly payments shall be reduced to the amount deducted for the cost of CalPERS medical. When the insurance premium is less than one of the agreed to dollar amounts, the City will pay 100% of the retiree's premium. Retirees shall be responsible for notifying the City of their eligibility for Medicare within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding the excess amounts received.

Employees retiring on or after July 1, 1995 may receive the above dollar amounts towards a non-PERS health plan provided, the non-PERS health plan is selected at the same time that an employee drops a PERS health plan. Once such a selection is made, the retiree may not opt back into a PERS health plan. When a retiree has dropped health coverage, the retiree cannot request the City to resume paying towards premiums at a later date.

i. After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Section h. (above) shall be reduced by \$1.00 monthly, until the monthly reduction reaches \$20.00.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

j. To be eligible for the benefits of this section, the retiree must (1) retire on or after the implementation of this section and within 120 days of separation from the City payroll, and (2) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

<u>Age</u>	<u>Full-time Service with City</u>
55 and older	10
54	12
53	14
52	16
51	18
50	20

Employees who retire on a PERS approved disability and have 10 years of service with the City shall also be eligible for City reimbursement towards medical benefits as described in h. above.

k. The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS Medical program, with the exception that if the retiree goes from having one or more dependents to having no dependents, the City's contribution shall be reduced accordingly or the corresponding decrease will be made if he/she becomes Medicare eligible. If the retiree fails to report the change in status to the City within 30 days of its occurrence, he/she shall be liable for refunding the excess amounts received.

l. If a retiree qualifying for benefits above is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City) said surviving spouse shall receive all the benefits described above and be subject to the same administrative procedures.

2. Dental Plan

The City shall contribute the full premium toward group dental plan benefits for employees and dependents including \$2,000 maximum for orthodontics and adult orthodontics coverage. The maximum dental benefit (except for orthodontics) is \$1,500 per year.

Employees may utilize the dentist of their choice to obtain dental care. However, if the employee selects a dentist from the "Preferred Providers" list, the preferred provider might accept the dental plan payment as full payment for the dental care.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

Permanent part-time employees shall be entitled to participate in the dental plan provided that said employees, and not the City, will pay the premium charge for the dental plan.

3. Vision Plan

The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve months and new frames every twenty-four months. Permanent part-time employees working 20 hours or more a week are eligible for this benefit.

4. Life Insurance

The City shall provide group life insurance coverage in the amount of \$30,000. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

5. Disability Insurance

The existing long term disability insurance program for full-time, classified employees shall include payment of sixty percent (60%) of the first \$2,500. of an employee's monthly salary for a maximum monthly benefit of \$1,500, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

Effective May 1, 1996, Long Term Disability Insurance coverage will increase to a maximum monthly benefit of \$2,000. Effective July 1, 1998 coverage will increase to a maximum monthly benefit of \$3,000.

The above coverage is subject to any terms and limitations of the agreement with the insurance carrier.

Disability Insurance/Workers Compensation Committee

The Parties shall form a disability insurance/workers compensation committee within three months of ratification consisting of three (3) representatives designated by the Union and three (3) representatives designated by the City who shall meet and confer for the exclusive purpose of trying to establish the means and procedures for integration of leaves with workers compensation benefits and disability insurance levels. The goal of said committee shall be to reach agreement on these issues. Any proposed MOU language changes made under this provision will not be binding on either party unless the parties mutually agree in writing, subject to ratification by the membership of the Union and the City Council.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

6. Flexible Benefits Plan

The Flexible Benefits Plan is available to all bargaining unit employees. The City administers the plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulations that may occur.

Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan. Employees eligible for the credit in lieu of medical insurance may apply those funds towards the Flexible Benefits Plan. They may also apply their own funds towards the Plan.

Options available through the Plan shall include, but not be limited to:

1. Dependent Care
2. Health Care Reimbursement

B. LEAVES

1. Leaves of Absence

a. The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.

b. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:

- (1) He/she makes written request of his/her department head stating the reasons;
- (2) The department head recommends it;
- (3) The Director of Human Resources Management recommends favorable action to the City Manager; and
- (4) The City Manager approves it.

c. A request for leave of absence without pay for a period of three (3) days or less may be granted to an employee by his/her department head.

d. Failure on the part of an employee to report promptly at the expiration of his/her leave may be considered job abandonment which may cause automatic employment termination as provided by law. Article IV(B)(4) describes the absence without leave process.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

e. An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have his/her anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date. This section does not apply to employees on family medical leave or workers compensation injury leave.

f. The following shall be considered as normal types of leaves of absence:

- Leave of Absence without Pay
- Leave of Absence with Pay using the employee's accrued leave
- Sick Leave
- Workers Compensation Leave
- Vacation Leave
- Military Leave
- Bereavement Leave
- Jury Duty
- Parental Leave
- Family & Medical Leave

g. The City Manager, upon recommendation of the department head and the Director of Human Resources Management, shall have the authority to grant leaves of absence with pay using the employee's accrued paid leave. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two calendar weeks, it shall require specific approval of the City Council.

2. Bereavement Leave

Only City employees working full-time and continuously in a regularly established City position and permanent part-time employees shall be eligible for the Bereavement leave provisions specified below.

In case of death within the immediate family of an eligible employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive work days for each such death. Such leave must have one or more of these purposes: Making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate and similar problems.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

In unusual cases, additional full-pay leave may be granted by the City Manager, provided that the eligible employee justifies the need in writing and the department head and Director of Human Resources Management recommend approval.

Absence by eligible employees to attend burial services of persons other than those specified in this Section shall be either as compensatory time off, in no-pay status, or as vacation in amounts needed.

Usage of the foregoing provisions of this section shall be subject to the approval of the department head, City Manager, or their fully authorized representative.

One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in the Definitions Section of this agreement. These would include nieces, nephews, and cousins.

3. Sick Leave

a. **Accrual Rate.** Each eligible employee shall accrue sick leave credits at the rate of one (1) day per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

b. Accrual Rate for Permanent Part-Time Employees.

Each permanent part-time employee who works at least 1,200 hours per calendar year shall be entitled to pro rated sick leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40 hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.

c. A part-time worker who converts to full-time (without a break in service) carries forward any pro-rated sick leave he/she has accrued at the time of entry into full-time work.

d. **Payment for Unused Sick Leave.** Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Forms for determining employee option preferences are administered by the office of the Finance Director such that employees will make their preferences known by January 15; if payment is selected, such payment shall be made no later than the second payroll period in February of that calendar year. When an employee elects to receive payment in cash or

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

e. **Conversion of Sick Leave to Pension Credits.** Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with and subject to the provisions of California law.

f. **General Provisions.** Sick leave properly may be used for the following health purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.

g. **Family Sick Leave.** A bargaining unit member may use sick leave for illness or injury to a member(s) of his/her family as identified in California Labor Code Section 233. The maximum amount of sick leave that may be used for this purpose in any one (1) calendar year shall be six (6) working days.

h. A doctor's certificate indicating if an employee has a condition described in subsection "f" above must be furnished on the request of the City Manager or department head, or his/her designee, and at such time thereafter during the same sick leave as the City Manager or department head shall deem necessary. But in any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive work days of sick leave.

4. **Family and Medical Care Leave.** Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. Family and medical care leave entitles an employee to up to 12 weeks of continuation of health, dental and vision benefits in a 12 month period. Family and medical leave may be taken for any of the following reasons: the birth, adoption, or placement of a child for foster care in the employee's home; the serious illness of the employee; or the serious illness of a spouse, child, or parent.

The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

a. **Amount of leave**. Eligible members are entitled to a total of 12 workweeks of leave during any 12 month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. If both parents work for the City, they may use a total of 12 workweeks of leave, between them, for the birth or adoption of a child.

The 12 month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.

Thus, whenever a member requests leave under this provision, the City will look back over the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.

b. Use of other accrued leaves while on leave; if a member requests leave for his/her own serious health condition, the member must also exhaust sick leave concurrently with the leave.

c. While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (eg. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

d. During the term of this Agreement, the City may negotiate with SEIU Local 1021 to develop a policy which if mutually agreed upon shall replace this Article III, Section (B)4.

5. Parental Leave

a. California law affords natural mothers disabled by their pregnancy with unpaid leave time. The City Manager may extend this legally required leave of a natural mother disabled by her pregnancy for an additional two months with appropriate medical documentation. During this leave, the City will continue to pay the premium for her PERS medical plan. During this leave the employee shall be entitled to full access to long term disability insurance, subject to the terms of the LTD policy.

b. All fathers or adoptive parents shall be granted 30 days leave without pay commencing one week prior to the birth or adoption of a child, during which time the city will continue to pay the premium for the employee's PERS medical plan.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

c. All parents granted a leave of absence as described in a. and b. above, shall receive one weeks' paid leave as part of their parental leave. Payment will be made upon the birth of a child, or upon taking custody of a child through adoption.

6. Jury Duty

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to fully paid leave during actual jury services. The following shall apply: All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

Employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including workload, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.

Such leave may be based upon, but is not limited to, coroner's inquest, county superior court, and federal jury duty.

Employees shall pay immediately to the City such amounts of money as they receive as per diem, but shall be entitled to keep such mileage payments as are made to them.

Each employee shall expeditiously report his/her probable absence for jury duty, and must report promptly the termination of active jury service. Employees whose shifts and days off are other than day shift Monday through Friday, shall be temporarily assigned day shift Monday through Friday for the duration of jury duty. Employees will be expected to give two weeks or more notice of their call for jury duty and provide a copy of the jury summons.

7. Military Leave

Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves extended active duty in the military, the City will pay the difference between the employee's extended active duty pay and the employee's base pay for a period of up to twelve months.

An employee claiming reimbursement under this section must provide the City with a copy of his/her military orders and documentation of pay received from the military.

If the employee applies to the Public Employee retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period of up to twelve

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

months.

In the event of military leave longer than twelve months, an employee may use accrued vacation on a pro-rated basis to make up the difference between military pay and the employee's base pay.

No person shall be appointed permanently to a position from which another is on military leave. However, an employee appointed to fill a position of another employee on a military leave absence may apply to another position in the same class if there is a vacancy.

8. Vacation Leave

a. An employee shall accrue vacation leave unless:

- (1) An employee is employed on a part-time basis and worked less than 1,200 hours in the preceding calendar year.
- (2) The employees who are employed on a seasonal basis or a temporary appointment.

b. **Full Time Employee Vacation Accrual Rate:** Each full time employee shall accrue vacation at the rates specified below beginning with the date of original appointment.

The authorized annual vacation leave for employees shall be:

<u>WORKING DAYS</u>	<u>YEARS OF SERVICE</u>
10	1-3
15	4-14
20	15-22
25	23-29
30	30 thereafter

c. **Rate at Which Vacation Leave Shall Accrue for Other Than Full-Time Employees.**

(1) Each part-time employee and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment shall be entitled to pro-rated vacation leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered, and upon the actual amount of time worked on the preceding calendar year; with the further provision that employees who work on a basic 40-hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work week per year shall be entitled to full vacation.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

(2) A part-time worker who converts to full-time (without a break in service) would continue to accrue vacation at the same rate he/she has at the time of entry into full-time work. This accrual rate, and the date for increased allotment, are determined by the number of calendar years of vacation credit the employee has. Vacation accrual occurs only in those calendar years when an employee has worked 1,200 hours or more. These years of service do not have to be successive.

d. Limitation on Vacation During First Year of Service.

Each permanent employee must have served one (1) year continuously in order to be eligible to take vacation leave. However, an employee may use vacation after six months of continuous service if approved by the City.

e. Other Limitations on Vacation Leave and Accumulation of Vacation Leave.

(1) An employee shall cease accumulating vacation leave when she/he reaches a maximum amount as listed below.

<u>YEARS OF SERVICE</u>	<u>MAXIMUM ACCRUAL</u>
1-3	20 working days
4-14	30 working days
15-22	40 working days
23-29	50 working days
30+	60 working days

Permanent part-time employees' vacation limitation will be prorated based on the above schedule.

Employee vacation leave balances appear on each pay check or are available in MUNIS.

(2) No employee shall take more than the equivalent of one (1) annual vacation period in any one calendar year, except when vacation has been deferred at the request or order of the department head and approved by the City Manager, in the best interests of the City government and the employee.

(3) Vacation which was deferred at the request or order of the department head and approved by the City Manager is excluded from the preceding provisions of this section. Requests for deferring vacation must be presented to the City Manager before October 30 of any calendar year.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

f. Time at Which Vacation Leave Shall be Taken.

The times at which an employee shall take his/her vacation leave during the calendar year shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. Employees must request advance approval for vacation leave at least 48 hours in advance of the proposed date. A supervisor/manager shall approve or deny an employee's vacation use request within five work days of actual receipt of the employee's written vacation request. Failure to respond within five working days is inappropriate but does not render the vacation request automatically approved.

At the beginning of each calendar year, employees may request in writing the dates they wish to utilize vacation leave during that year. During the months of January through March of each year, vacation requests shall be approved on the basis of seniority, provided that the supervisor may turn down a request if not enough skilled or certified employees would be available on a certain date. After March 31 of each year, vacation requests will be honored on a first come first served basis, while still ensuring that enough skilled or certified employees are available each day. However, the department head must insure that each employee uses his/her vacation leave within the calendar year unless that employee requests and obtains deferment under the preceding provisions of this section.

g. Effects of Holidays and Vacation Leave.

In the event one or more City holidays fall within a vacation leave, such holidays shall not be charged as vacation leave.

h. Effect of Extended Military Leave on Vacation Leave.

For the purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.

i. Vacation Amounts at Termination of Active Employment.

Following termination of active employment from whatever cause, the City shall pay to the employee or to the estate such vacation as was due to the employee at termination.

j. Vacation Sell-Back

Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to five (5) work days (based on your regularly scheduled work week) of accumulated vacation time. Payment of sold vacation time will be made on the second payroll in December. Eligible employees must exercise this option on forms provided by

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

the City no later than October 1 preceding that calendar years payout.

k. Vacation Usage.

The City will permit employees to use vacation accruals in hourly increments.

9. Injury Leave Payments

a. Any City employee, who is medically certified to be temporarily disabled because of bodily injury or illness arising out of and in the course of employment shall be paid his/her full salary up to a maximum of 26 weeks per injury/illness from the date that he/she is unable to work (and no more than 39 weeks in any two year period regardless of the number of injuries/illnesses) subject, however, to the following conditions:

b. If any employee exhausts their 39 weeks of full pay as described above, and continues to be temporarily disabled, he/she will be paid the appropriate temporary disability as prescribed by the Workers Compensation code up to the maximum permitted.

c. When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. He/she may still be eligible for vocational rehabilitation maintenance.

d. During the time the employee is entitled to receive total temporary disability compensation payments, the City's liability is in accordance with the law but will not be greater than regular salary.

e. In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability payments or salary continuation. The employee may appeal this decision to the Worker's Compensation Appeals Board.

f. When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that he/she is a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of his/her position, the employee has the option to immediately apply for a disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels his/her rights are being violated due to their disability may file an internal complaint through the Human Resources Management Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

g. An employee absent on injury leave who is medically certified able to return to full duties shall return to work on the return-to-work date. Failure to do so may subject the employee to discipline.

h. During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of his/her employment, neither his/her vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. He/she may, with the approval of the Department Head, use vacation time, if needed.

i. A permanent employee absent from duty on paid injury leave under this Section 9 shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave. This does not apply if an employee is no longer on salary continuation (off payroll) receiving temporary disability benefits.

A probationary employee will have his/her probationary period extended the same amount of time he/she is off work due to injury leave.

j. An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of his/her position will continue to receive Worker's Compensation benefits provided by law, if applicable.

k. In the event that an employee's injury or illness results from the carelessness or negligence of a third party, the City of Richmond will have the right of subrogation for reimbursement of salary and benefits paid by the City under the Self Insurance Program.

l. An employee may be seen by a doctor of his/her choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources Management prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

10. Court Appearances

Employees occasionally are required, by subpoena or otherwise, to be present at Court proceedings in connection with their City employment. Such Court appearances shall be in a full duty status. Employees are entitled, through normal administrative procedures, to payment by the City for out-of-pocket expenses.

Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time. However, an employee who witnesses or is the victim of a crime at work during work hours may testify under subpoena in a resulting criminal prosecution without loss of pay.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

C. HOLIDAYS

1. All regular, full-time classified employees shall have the following paid holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

2. In addition to the holidays listed in the preceding paragraph, each employee shall be granted six (6) days and two (2) hours paid "floating holiday" time per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. With the exception of the two hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.

3. It is understood that one of these floating holidays has been created in recognition of Caesar Chavez Birthday and in the event that day becomes generally observed as a fixed holiday, the Parties agree to convert one floating holiday to that fixed holiday.

4. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off with pay when he/she requests it and staffing permits. When staffing does not permit, the employee shall receive an additional day of pay.

5. Employees who work more than one shift on a holiday shall only receive credit for one holiday, but shall receive time and one half for all hours worked. For purposes of determining whether hours worked are on a holiday, a holiday is the 24 hour period of the day listed in Article 3(C)(1) above, starting at 0000 hours and ending at 2400 hours.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

6. All permanent part time employees shall receive holiday pay only if the holiday falls on their regularly scheduled work day.

D. ALLOWANCES

1. Meal Allowance

A nine dollar and seventy-five cents (\$9.75) meal allowance shall be afforded each employee, who is otherwise eligible to be compensated for overtime for each four (4) hour period of overtime he/she works beyond his/her normal work shift on a regularly scheduled work day. Such meal allowance shall also be allowed for each employee who works more than four (4) hours of unscheduled overtime on any of his/her normal days off.

For the purpose of this section "overtime" is considered to be unscheduled unless the request for such overtime is made more than eight (8) hours before the beginning of such overtime and does not involve calling an employee on his/her regular days off.

It is understood by the parties that no more than one (1) meal allowance shall be paid per four hour overtime occurrence.

2. Personal/Professional Development

Upon the submission of appropriate documentation and approval by the City, employees represented by the Union shall be eligible to receive up to \$750 per calendar year for personal and professional development, or purchase of computer hardware or software. Of this total, up to \$250 may be used for items directly related to a regular, continuous physical fitness program (no clothing); for example, fitness center dues or exercise equipment.

3. Tuition Reimbursement

The City agrees to increase the maximum allowable reimbursement under the provisions of General Order No. 2 to \$800.00 per fiscal year.

4. Safety Footwear

City agrees to reimburse employees up to one hundred and twenty-five dollars (\$125) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety footwear in the performance of their duties. Parties further agree that a receipt must accompany requests for such reimbursement. Employees to whom the City provides safety footwear

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

reimbursement, shall be required to wear them in the course of their work.

5. Certifications and Licenses

The City shall pay the cost of any certificates required by the California Water Resources Control Board and the Building Inspectors' certifications as listed in Attachment D. The City shall also pay for any certificates regarding pesticides required for employees in the Gardener series.

The City will reimburse Building Inspectors and Code Enforcement Inspectors for the cost of required certifications listed in Attachment D.

The City will pay for classes required to obtain; 1) Class A or B licenses; 2) classes needed to meet subsequent changes in the law that require additional certifications and/or licenses.

6. Uniforms

Employees to whom the City provides uniforms shall be required to wear them in the course of their work. Where the City requires that certain employees shall wear uniforms during their working hours, the City shall furnish said uniforms and shall determine the color, style, insignia and kind of materials used in such uniforms. The department head involved shall discuss such aspects of the uniforms as style, color, and kind of material with the employees and shall carefully consider their opinions before arriving at his/her decision with respect to the nature of the uniforms. The department head shall recommend to the City Manager the frequency with which such uniforms shall be replaced.

Employees assigned field duties in the Parks Division of the Public Works Department shall be provided coveralls or pants, shirts and jackets based on a one-time selection in accordance with the uniform policy as stated in the above paragraph. All other employees in Public Works shall wear pants, shirts and jackets. Housing Authority Maintenance employees will be provided coveralls.

Police Clerks, Communication Dispatcher, Code Enforcement Officers and Jailers shall receive a \$600 annual uniform allowance and shall elect by December 1 of each year whether to receive the reimbursement semiannually or monthly. Semiannual reimbursement will be paid in two equal installments with the second pay check in June and the second pay check in December; monthly reimbursement will be paid in twelve equal installments with the second pay check in each month.

ARTICLE III - INDIRECT PAY AND ALLOWANCES (continued)

7. Tools

The City will furnish the necessary tools for each crafts position.

8. Rain Gear

Rain gear consisting of rain suit (pants, jacket, head gear, and rubber boots) shall be provided to those Public Works Department employees and Police Assistants who are required to perform outside work during inclement weather. The rain gear shall remain the property of the City.

Rain gear shall be provided for employees in the class of Bookmobile Driver/Library Assistant.

E. PART-TIME PROVISIONS

Employees appointed to any of the classes referred to herein and employed or working on a part-time basis shall be paid in proportion to the time worked.

For the purpose of calculating sick leave and vacation leave accruals for part-time personnel, any time compensated as sick leave or vacation leave shall be considered as time worked. Less than full time employees shall advance to higher levels of leave accrual rates when their cumulative time worked, during years that qualify for the accrual of leave benefits, equals the time required for full time employees to advance to higher accrual rates.

Vacation Leave and Sick Leave for employees who work half-time or more shall be set forth in appropriate sections of this agreement.

Effective January 1, 1976, part-time employees in the General Employee Bargaining Unit will be allowed to carry over earned but unused sick leave and vacation credits from year to year.

Permanent part-time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.

Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the \$20 monthly premium described in Article III, Section A(1).

ARTICLE IV – WORKING CONDITIONS

Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.

Permanent part-time employees are eligible to participate in vision, life insurance and LTD programs if plans allow.

F. RETIREMENT

Effective January 1, 1979, the Public Employee's Retirement System (PERS) pension plan for the member of the General Employees Bargaining Unit shall be modified to provide that pension benefits upon retirement shall be computed on the basis of one (1) years final compensation, Optional Section 20024.2 of the California Government Code.

Effective July 1, 1994 the City will implement Government Code Section 20023(c) (4) pursuant to Section 20615, entailing reporting the employer paid member contributions to PERS as special compensation.

Effective January 1, 2003, the City will implement the provisions of Government Code Section 21354.5 ("2.7% @ 55").

Effective January 1, 2005, the City shall contribute on behalf of each employee, in classes covered by this agreement, one-half of the employee's eight percent (8%) contribution to PERS retirement. Employees shall be responsible for paying the remaining one-half of their contribution. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee-paid PERS contributions. The four percent (4%) EPMC shall continue to be treated as special compensation pursuant to Government Code sections 10023(c)(4) and 20615.

Effective July 1, 2005, the City shall stop contributing any portion of the employee's share of CalPERS retirement, and will cease reporting the value of any EPMC as special compensation. Employees shall thereafter be responsible for paying the full amount of their required PERS contribution.

Permanent part-time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.

ARTICLE IV - WORKING CONDITIONS

A. BULLETIN BOARDS

The City agrees to designate bulletin board space on existing bulletin boards for the sole use of Local 1021. The parties agree to mutually explore and review such areas where insufficient bulletin boards exist and the City shall install same.

ARTICLE IV – WORKING CONDITIONS (continued)

B. HOURS OF WORK, MEAL PERIODS AND REST PERIODS

1. **DEPARTMENTAL WORKING HOURS**: All offices of the City Government, except those for which special regulations shall be issued by the City Manager, shall be kept open each day except Saturday, Sunday, and holidays continuously from 8:30 A.M. until 5:00 P.M.

2. **DEFINITIONS OF CERTAIN WORK UNITS**: To assist in the orderly administration of the City Government, the following definitions shall be used:

The work week shall begin at 12:01 Sunday morning, and shall end at 12:00 midnight Saturday. This shall also be the seven day Fair Labor Standards Act work period for bargaining unit employees.

The normal work day for all regular, full-time employees shall be one fifth of the work week as established for the classification or department, unless amended through an agreement between the City and the Union.

The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, work days which are different from those herein defined.

3. **LENGTH OF WORK WEEK**: City employees generally shall have the following work weeks:

General government employees at the Civic Center and other City offices, 37.5 hours.

All other employees covered by this MOU, 40 hours.

4. **ATTENDANCE**: Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays and leaves. Absence without leave may be cause for disciplinary action.

Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days will be deemed job abandonment resulting in the employee's automatic resignation from City service, as of the last date on which the employee worked. For purposes of this section, "absence without leave" is defined as any absence that is not expressly authorized by either an employee's direct supervisor or the City Manager. An employee's merely providing notice of an absence and the reasons therefore, whether in writing, via telephone or voice-mail or otherwise, shall not be sufficient to avoid the operation of this section.

This section shall not apply to instances where employees take reasonable time off during working hours for the purpose of meeting with City representatives regarding grievances

ARTICLE IV – WORKING CONDITIONS (continued)

arising over the interpretation or enforcement of any term or condition of employment were such time off is authorized by any applicable Memorandum of Understanding and the time off has been scheduled in advance with the supervisor so as not to interfere with work load and job requirements as determined by the department head or division head.

At the time of an employee's job abandonment, the City shall notify the employee in writing of his or her automatic resignation, stating the reason(s) therefore and providing copies of any documentation relied upon in support of the automatic resignation. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. The employee may within fifteen (15) days of receiving notice of his or her automatic resignation file a request for reinstatement with the Human Resources Management Director, setting forth an explanation as to the cause of his or her absence. After reviewing the employee's response to the notice of proposed automatic resignation, the Human Resources Management Director may in his or her discretion reinstate the employee based upon the response provided by the employee, or alternatively, he or she may affirm the operation of the automatic resignation as set forth in the original notice.

5. Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift and another fifteen (15) minute rest period during the second half of the work shift. If working conditions prevent Communications Dispatchers from taking their breaks at the appropriate time, Communications Dispatchers shall be provided breaks at the earliest available opportunity.

At each department head's option, lunch breaks may be scheduled for various lengths of time ranging from one-half (1/2) to one (1) hour in length.

C. SHIFT CHANGES

1. City agrees to restrict shift or schedule changes made with less than one (1) week's notice to emergency situations only.

2. All employees will normally be scheduled to have at least eight (8) hours off between work shifts. Where an employee is not provided an eight (8) hour break between shifts, he/she will be compensated at the overtime rate for those hours worked during the eight (8) hour period which the employee would normally be off work.

D. SAFETY COMMITTEE

The City agrees to establish a city-wide safety committee which will include membership from Local 1021, as well as other bargaining units and management. The committee will

ARTICLE IV – WORKING CONDITIONS (continued)

meet on matters of mutual concern on at least a quarterly basis. The purpose of the committee will be to entertain, discuss, and make recommendations on matters of concern regarding all aspects of safety in the workplace. Recommendations from this committee shall be made to the City Manager. This committee does not preclude operating departments from having departmental safety committees. The committee's meetings are not "negotiations" under the MMBA.

All grievances related to safety will be responded to within three (3) working days.

The City shall issue quarterly reports through the Safety Committee containing information on all work-related injuries and illnesses.

E. MEETINGS WITH SUPERVISORS

When an employee is required to attend a meeting with one or more supervisors which may result in discipline, the employee's "Weingarten Rights" (see attachment C) shall be honored. The employee shall have the right to have at least one representative.

An employee may not insist on bringing a representative to a meeting with supervisory personnel when he/she has been told that the meeting is not of a disciplinary nature.

F. EMPLOYEE ASSISTANCE PROGRAM

1. The City and the Union recognize the value and need for counseling and assistance programs to help employees deal with problems such as alcohol or chemical dependency, divorce, stress, psychological concerns or other circumstances which can interfere with job performance and job satisfaction. Both parties view the EAP as a positive tool to help deal with these type of problems.

2. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling and crisis intervention.

3. **Eligibility**: The EAP is available to all bargaining unit employees and their families.

4. **Referrals**: Referral procedures will be designed to facilitate (a) self-referrals, (b) management referrals, (c) union referrals, (d) medical referrals, and (e) family referrals. After seeing a particular individual, the program may refer the client to other agencies, services or facilities, when appropriate. The ultimate decision to accept assistance through the program is the personal choice of the individual employee, however, management may refer employees to the program.

ARTICLE V – PERSONNEL PROVISIONS

5. **Confidentiality**: In the case of management referrals, the city shall, upon request, be informed of employee attendance in the program and whether the employee completed the program successfully. All other information shall be strictly confidential and shall be released only when requested by the individual.
6. **Job Security**: Referral to or participation in the diagnosis or counseling services of the EAP will not jeopardize any employee's job security or promotional opportunities.
7. **Report and Evaluation**: Every 6 months, a review of the EAP will be made to evaluate utilization and potential areas of improvement. Such review shall be made jointly by the Union and Management.
8. **Contractual Rights and Obligations**: An employee participating in the program shall be expected to meet all contractual obligations and established work rules, unless waived by mutual agreement of the City and the Union. Said employee shall have full access to the grievance procedure and other contractual protection.

G. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS

1. **Safety Training**: Mandatory safety training will be conducted for all staff, targeted to specific classifications and positions.
2. **Smoking Cessation**: The City will offer smoking cessation programs at no cost to employees. If the program is unsuccessful for an employee, subsequent courses will be at the employee's own expense.
3. **Light Duty Program**: Injured employees who are unable to work at their regular job may be referred to a "work hardening center" for evaluation of their disability and their abilities. With medical approval, injured employees may return to a different position with no loss of pay or benefits if the City determines that a light duty position can be temporarily created.
4. **Stress Reduction**: The City will make stress reduction programs available to all employees.

ARTICLE V - PERSONNEL PROVISIONS

A. LAYOFF

1. The City Manager may layoff an employee from the classified service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer

ARTICLE V – PERSONNEL PROVISIONS (continued)

must be exhausted before layoff.

2. At least thirty (30) DAYS prior to the effective day of a proposed layoff, the department head shall notify the Personnel Director of the proposed action with the reasons therefore, and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. A copy of such notice shall be given the employee affected.

3. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved.

4. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served on the established date for the layoff to become effective. This will permit layoff to the next lower class provided the total City seniority both as a full-time permanent employee and/or as a permanent part-time employee exceeds the total seniority of at least one (1) employee in the next lower class. Layoff to the same or a lower class shall occur City-wide, enabling employees to move within other departments. Transfers to comparable classes may occur as determined by the Director of Human Resources Management after meeting and conferring with the Union. Permanent part-time employees will earn seniority on an hour for hour basis.

5. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.

6. The names of probationary employees and employees with permanent status who are laid off shall be placed on appropriate re-employment lists in the order of total cumulative time served in the Classified Service of the City. Total cumulative time in such cases shall include time served on military leave of absence from the Classified Service.

7. **Job sharing**: In an effort to avoid layoffs, the City and the Union may explore the use of job sharing or voluntary reduced work hours.

B. PROBATIONARY PERIOD

1. **Purpose of the Probationary Period**. The probationary period is a basic part of the employee selection process and shall be used for close observation of the employee's work and conduct, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.

ARTICLE V – PERSONNEL PROVISIONS (continued)

2. **Length of Probationary Period.** All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. A one year probationary period shall be served by all those individuals initially appointed to the classified service. Effective February 1, 2007, those individuals appointed to the classification of Communications Dispatchers will serve an eighteen (18) month probationary period. The department head may request that a probationer may be granted their earned permanent status in less than one year (eighteen (18) months for Communications Dispatchers). Any time served as a temporary, seasonal or contract employee shall be applied to the original permanent probationary period up to a maximum of six months.

The City shall advance each of said employees to the next salary step following successful completion of said probationary period providing the employee has performed meritoriously. Release of probationary employees is not subject to the grievance procedure.

When a permanent employee is appointed from a promotional list of eligibles, the appointee shall serve a six month probationary period.

When a permanent employee is promoted to a classification in which a license or certificate of proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification. These classifications include, but are not limited to, Building Inspector II and III; Gardener; Sr. Treatment Plant Operator and Treatment Plant Operator. Classifications may be added or deleted to meet the needs of the City.

3. **Rejection During Probationary Period.** During the probationary period, any probationary employee may be rejected at any time by the department head. Notification of rejection in writing and reasons for rejection shall be served upon the probationer, and a copy filed with the Director of Human Resources Management.

4. **Rejection of Probationer Following Promotion.** Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she was appointed unless charges are filed and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

5. **Probationary Performance Reports.** It shall be the duty of each department head during the probationary period of each employee in his/her organization to investigate thoroughly the probationer's adjustment, performance, and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. He/she shall be responsible for reports on the probationer's performance and conduct at the completion of every three (3) calendar months during the probationary period, or more

ARTICLE V – PERSONNEL PROVISIONS (continued)

frequently if deemed desirable by the department head, such reports to be reviewed with the probationary employee by the rater. The department head shall give a copy of the reports to the probationary employee.

The final probationary report on each probationer shall include the department head's recommendation to the City Manager either to retain or reject the probationer. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources Management.

6. **Effects of Leaves of Absence on Probationary Period.** The probationary period of a given employee shall be extended by the time equal to the time he/she has been on leave of absence other than sick leave, vacation, or holiday leave during his/her probationary period.

C. REINSTATEMENT

1. An employee who has resigned with a good record as has been determined by the department head at the time of resignation upon the prescribed form, or who has been laid off, may be reinstated within three (3) years to his or her former position, if vacant, or to a vacant position in the same or comparable class, or to a lower class in the same class series, in the absence of a re-employment list or appropriate promotional eligible list.

2. Reinstatement is not a right which an employee may exercise at his/her option, but rather a means by which a department head may bring back an employee who has rendered fit and efficient service.

3. An ex-employee who is reinstated is not entitled to sick leave for prior service.

4. If there is a question of physical or mental ability or of knowledge and skills, proper examinations may be required by the Human Resources Management before an ex-employee can be reinstated. A medical examination may be required.

D. RESIGNATION

1. An employee wishing to leave the Classified Service in good standing shall file with his/her supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning. The resignation shall be forwarded to the Director of Human Resources Management with a statement by the department head evaluating the services of the employee.

2. Failure to comply with this section shall be entered on the employee's service record and may be cause for denying future employment with the City.

ARTICLE V – PERSONNEL PROVISIONS (continued)

E. SEVERANCE PAY

A permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days (pro-rated if permanent part-time) of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently re-employed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in an employment status.

The City will maintain its regular level of contribution towards health and life insurance benefits for one (1) month, in addition to providing a second month of full coverage, for any permanent employee who is laid off.

F. REASSIGNMENT

A department head shall have the right to reassign any employee from one position to any other position in the same class in his/her department. Factors to be considered when determining respective job assignments for permanent employees will include seniority as well as training, past performance and experience. However, no employee shall be reassigned from one position to another position in the same class in a different department unless both department heads consent and the employee so requests in writing; providing that, in the best interests of the service and upon the recommendation of the Director of Human Resources Management, the City Manager may so reassign an employee whether or not he/she requests it. An employee shall be given at least ten working days advance notice of a reassignment, except in event of an emergency.

Reassignment shall not be used to bring about promotion, demotion, advancement, reduction, or for disciplinary reasons without having an opportunity to go through the necessary appeal process, eg. Skelly meeting and grievance.

G. TRANSFER

1. All vacancies shall be posted on appropriate bulletin boards so that present City employees may request transfer.
2. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Management Department.
3. There is a sixty (60) day "probationary period" for employees who transfer in the same class between departments. Either the employee or the City may decide that the employee should return to their former position and department during that probationary period.

ARTICLE V – PERSONNEL PROVISIONS (continued)

H. ORAL INTERVIEWS - UNION OBSERVER

The Director of Human Resources Management may authorize a representative of the Union, other than an employee of the City, to sit as an observer of an interview board convened for the purpose of interviewing promotional candidates if any such candidate requests it. If approved, the observer must attend each interview for each candidate in the promotional examination.

I. PAY DAYS

If the 1st or 16th day of the month falls on Saturday or Sunday, the preceding Friday shall be the pay day.

J. SEWER MAINTENANCE TITLES

1. Community and Cultural Services Department employees covered by this Memorandum of Understanding and assigned to the Sewer Crew shall receive a five percent differential above their base salary.
2. Workers assigned to the Sewer Crew shall be classified as Sewer Maintenance Worker, Sewer Maintenance Operator or Sewer Maintenance Leadworker.
3. This titling shall not effect either the requirements or method of selection for the positions involved nor shall it prevent an employee from returning to a position outside the Sewer Maintenance Section.

K. ACTION FORMS

Employees will receive a copy of any Personnel Action Form which increases salaries as a result of within-range step increase, merit increase, promotion, or work in a higher classification.

L. PERSONNEL FILES

1. Employees may inspect their personnel files in the central Human Resources Management Department or their department.
2. An employee will be given a copy of any derogatory information placed in the personnel file of the central Human Resources Management Department or their department.
3. Any derogatory information placed in the department personnel file must be placed in the central personnel file within fifteen (15) days.

ARTICLE V – PERSONNEL PROVISIONS (continued)

M. EXAMINATION ANNOUNCEMENTS

The City will distribute copies of all examination announcements to all City departments, including major divisions within departments as well as the business agent for Local 1021 and one City union official designated by Local 1021.

N. NEPOTISM

Section 1. General Policy

The City of Richmond is committed to fostering a professional work environment where all employees are treated fairly and impartially by their supervisors. Personal relationships very often cause problems in the workplace, such as a lack of objectivity toward a subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential sexual harassment or discrimination complaints once relationships end. Accordingly, supervisors are prohibited from dating, engaging in amorous relationships with or participating in sexual relationships with employees who report to them directly or indirectly. In addition, employees are not allowed to work in a position that would result in that employee directly or indirectly supervising or reporting to an immediate family member or significant other as defined below. This policy covers all family-like relationships regardless of blood or legal relationship.

Section 2. Employee Marriages

Upon the adoption of this policy, employees are prohibited from working in jobs where they directly or indirectly report to, or are supervised by, an immediate family member.

City employees are required to immediately notify the Director of Human Resources Management of a relationship that violates this policy. Should a situation exist that is prohibited by this policy, either related employee may request a transfer in order to comply with this policy.

When possible, the City will attempt to accommodate the transfer request. The City reserves the right not to transfer an employee based on business considerations. If a transfer is not approved or if neither employee requests a transfer, the City shall terminate the employee with the least seniority.

Exemption: Employees that are working in a position where they directly or indirectly supervise or report to an immediate family member on the date this policy is adopted shall be exempt from the provisions of this policy that prohibit an such working relationships.

ARTICLE VI - GRIEVANCE AND APPEAL

Employees who violate this policy will be subject to disciplinary action up to and including termination.

Questions concerning the application of this policy to an employee or applicant should be directed to the Human Resources Management Department.

O. UTILIZING THE LEAP PROGRAM

Employees who are students of the City's "LEAP" program may receive up to four hours a month of release time to attend LEAP training during the employee's normal working day. The release time must be matched on an hour for hour basis by the employee participating in LEAP on his or her own time. For instance, if an employee participated in LEAP training for two hours on weekends or evenings, he/she could participate for an additional two hours during normal working hours.

ARTICLE VI - GRIEVANCE AND APPEAL

A. GRIEVANCE PROCEDURE

This grievance procedure is established to provide a proper procedure to permit the hearing and resolution of grievances bearing on an employee's status or conditions of employment and to provide means for the resolution of complaints as rapidly as possible for those matters for which another appeal or complaint procedure does not exist. (For a definition of grievances which may go to Binding Arbitration, see Section B,1 All other grievance may not use the Binding Arbitration step).

1. **Time Limits:** The employee and/or the Union must initiate a grievance as provided in Step 1 within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have ten (10) working days to respond to the grievance. The employee shall have ten (10) working days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These ten (10) day limits may be extended by mutual agreement by the parties. Failure of the employee to act within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step.

2. Procedure:

Step 1: The employee and/or the Union must present the grievance personally, in writing, to the immediate supervisor. This step is not intended to preclude open and frank discussions between supervisors and subordinates before a grievance is filed, however, the time limits will not be extended during this discussion period unless both parties agree

ARTICLE VI - GRIEVANCE AND APPEAL (continued)

in writing.

Step 2: If the problem is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the division head. The written grievance must set forth the specific complaint and all the pertinent facts. The division head shall allow full discussion of the grievance. If the grievance is rejected, the division head shall give the employee and/or the Union the reasons therefore and forward the written grievance to the department head, on which will be noted the reasons for the decision.

Step 3: If the grievance remains, the employee and/or the Union may then present the grievance to the department head. At this meeting, the department head, the employee and/or the Union, and other designated parties who have direct knowledge of circumstances related to the grievance may be present. After full discussion, the department head shall advise the employee and/or the Union in writing of the decision and the reasons therefore. A copy of the decision shall be forwarded to the City Manager.

Step 4: If the grievance remains, the employee and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.

Step 5: If the matter still remains unresolved, the employee and/or the Union shall have the right to present the matter to the Personnel Board under the following Personnel Rule governing appeals and hearings.

3. Personnel Rule XI, Appeals-Hearings

The following Personnel Rule governing appeals and hearings, which is set forth in Sections 1 through 4, is reproduced for information purposes only and is not part of this Memorandum of Understanding.

Section 1. Purpose

It is the purpose of this rule to provide a fair, orderly procedure whereby an employee shall have the right to appeal to the Personnel Board relative to any situation bearing upon his/her employment status or conditions of employment. However, it is expected that he/she has exhausted all other means within the City service. It is further the purpose of this rule to provide for informal hearings to the maximum extent consistent with fairness to both the appellant and the City. An employee has the right to appear before the Board with or without counsel. In all complaints and appeals, the employee shall have the right and duty to state the nature of and the reasons for his/her complaint or appeal, to present

ARTICLE VI - GRIEVANCE AND APPEAL (continued)

his/her point of view, to direct such questions as are proper to any employee or officer of the City who is involved and shall, in turn, be required to answer such proper questions as the Board and any employees or officers of the City may direct to him/her, provided such questions shall further the findings of fact in the case. In no case shall the Board be required to observe formal rules of evidence. The Board or employee may require verbatim minutes to be taken of any hearing.

Section 2. Procedure for Requesting Hearing on Complaints

Any employee who wishes personally to present his/her complaint to the Board should first have aired his/her complaint to his/her supervisor(s), to his/her department head, to the Director of Human Resources Management and to the City Manager in the order named. Any grievance and its reply shall be reduced to writing and initialed by both parties, and a copy of the grievance and its reply shall be given to the employee involved. Such documentation shall begin at the department head level. When these means have been exhausted, he/she shall submit, in writing, his/her request for a hearing to the Director of Human Resources Management, which must include the documented statement that the appealing employee has presented his/her complaint to his/her department head, the Director of Human Resources Management and the City Manager; that he/she has not obtained the redress or corrective action which he/she seeks; the nature and the reason for the appeal; and the corrective action or redress which the appealing employer wishes the Board to provide.

Upon receipt of such request, the Director of Human Resources Management shall inform the individual Board members, the City Manager, and the head of the department involved, of the nature of the request. The Personnel Board must then provide a public hearing as indicated in Section 4 of this Rule XI. The employee shall be entitled to notification at least five (5) days in advance of the hearing, although the employee may waive such right if he/she so wishes. In all such cases, the Director of Human Resources Management shall notify the employee of the exact date, time and place of hearing.

Section 3. Procedure in Cases of Demotion, Suspension, Dismissal or Reduction in Pay

Just Cause. The City Manager, or his/her designee, may dismiss, suspend without pay, temporarily reduce pay, or demote any employee for just cause.

No employees in the Classified Service shall be demoted, suspended if for more than thirty (30) days in any one calendar year, dismissed, or reduced in pay, except by the filing of written charges and by the order of the City Manager.

ARTICLE VI - GRIEVANCE AND APPEAL (continued)

A true and correct copy of such charges shall be served on said employee who shall have the right, within ten (10) days after such service, to file his/her written answer or explanation of said charges. If the employee or former employee wishes to appeal or otherwise object to the accomplished act, he/she must comply with the requirements in Section 2 of this rule, beginning at the City Manager level, in order to obtain a public hearing by the Board.

The failure of said employee to answer or explain said charges within ten (10) days after the service thereof upon him/her shall be deemed an admission thereof and subject said employee without recourse to the penalty and punishment provided for in the order of the City Manager.

Section 4. Investigation and Hearings

Upon receipt of a proper request as indicated in Sections 2 and/or 3 of this rule, the Personnel Board shall cause an investigation to be made of the entire matter, and schedule a public hearing thereon within a period not to exceed thirty (30) days, which may be extended at the request of or with the consent of the appealing employee.

The Director of Human Resources Management shall notify the appealing employee, other employees involved, and the Board of the time, place, and date of the hearing at least five (5) days prior thereto. Upon the conclusion of the hearing, the Board shall cause its findings and recommendations to be prepared in writing and filed as an official record. The Director of Human Resources Management shall deliver a certified copy of such findings and recommendations to the City Manager, the department head, to the employer affected by such findings and recommendations, and to all other persons directly involved in the matter.

Any member of the Board may submit a minority or supplemental report which shall be attached to the findings and recommendations of the Board.

If the employee disagrees with the findings and recommendations of the Personnel Board, the Union may request that the grievance be referred to arbitration according to the definitions and procedures set forth in Section B., entitled "Binding Arbitration," below.

B. BINDING ARBITRATION

1. Definition of Grievance for Binding Arbitration

A grievance is defined for the purpose of binding arbitration to be any controversy between the City and the employees covered by this Memorandum of Understanding on (1) any matter involving the interpretation, enforcement, or application of a specific provision of this

ARTICLE VI - GRIEVANCE AND APPEAL (continued)

Memorandum of Understanding, or (2) any action involving the reprimand, demotion, suspension, dismissal or reduction in pay (i.e. discipline) of an employee covered by this Memorandum of Understanding. Only a grievance, as defined in (1) or (2) above, shall be subject to the binding arbitration procedure and only then in lieu of a Personnel Board hearing.

2. Request Procedure

A written request for arbitration shall be served on the City within ten (10) working days after: (1) the City Manager has delivered to the employee his/her decision on the Personnel Board's findings and recommendations, in matters involving the interpretation, enforcement, or application of a specific provision of this Memorandum of Understanding, or (2) the delivery of the Personnel Board's agreement with the City Manger's order of discipline involving the reprimand, demotion, suspension, dismissal, or reduction in pay of an employee covered by this Memorandum of Understanding, or (3) the City Council's determination on such disciplinary actions.

3. Selection Procedure

(a) An impartial arbitrator shall be selected jointly by the City and the Union within ten (10) working days of receipt of the request. By mutual agreement, the parties shall select the arbitrator. In the event the parties are unable to agree as to who shall be the arbitrator, they shall request the California State Conciliation Service to submit a list of five arbitrators.

Each party shall in turn cross off one name on the list; the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.

(b) The arbitrator shall have no authority to add to, delete, or alter any provision of this Memorandum of Understanding, but shall limit the decision to the scope, application and interpretation of the provisions of this Memorandum of Understanding and shall make no decisions in violation of existing law.

4. Costs

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the City and the employee covered by this Memorandum of Understanding. Each party, however, shall bear the cost of its own representation, including but not limited to the preparation of hearing and post hearing briefs, if any.

ARTICLE VI - GRIEVANCE AND APPEAL (continued)

C. DISCIPLINE

1. Any employee who is subjected to a disciplinary hearing shall be entitled to have present a representative of the Union.

If an employee is subject to a demotion, suspension, dismissal, or reduction in pay, the City shall provide the employee with a written notice stating the reason(s) for the disciplinary action, make available the documents upon which the disciplinary action is based, and conduct a disciplinary meeting known as a "Skelly" meeting. If the aggrieved employee disagrees with any subsequent disciplinary action taken, such employee shall have the right to present the matter to the Personnel Board under the "Personnel Rule" set forth in Section A.3 of this Article. By mutual agreement, the parties may waive any step in the disciplinary appeal procedure, including the Personnel Board.

If an employee is subject to a reprimand, the City shall provide the employee with a copy of the written reprimand stating the reason(s) for the disciplinary action. The employee may appeal such reprimand to the next highest step according to the time limits in the "Personnel Rule" set forth in Section A.3 of this article.

No disciplinary action or reprimand may be implemented more than six months after the alleged inappropriate behavior has come to the attention of a management representative. Related conduct may be referenced in a disciplinary action.

2. City Charter

a. If there is a disagreement between the City Manager and the Personnel Board in the last step of the "Personnel Rule" in Section A.3, above, the Personnel Board may assign the disciplinary matter to the City Council as set forth in Section 7 (a) of Article XIII of the Charter of the City.

b. Section 7 (a) of Article XIII of the City Charter is reproduced below for information purposes only and is not part of this Memorandum of Understanding:

(a) (Amended at election May 13, 1969) to hear any employee in the Classified Service, upon his/her request, who has been demoted, suspended, dismissed, or reduced in pay as follows: No person placed under the Personnel System established by this Article shall be demoted, suspended if for more than thirty days in any one calendar year, dismissed, or reduced in pay except by order of the Director of Human Resources Management made upon written charges by the Council, the City Manager or the head of the department in which such person is employed, and served upon such person. Whereupon the person so charged shall have an opportunity of filing a written answer or

ARTICLE VII - RESOLUTION

explanation of the charges. Any person demoted, dismissed, suspended, or reduced in pay may within ten (10) from the date of his notification of the same, file with the board a written demand for an investigation and public hearing within a period not to exceed thirty (30) days in accordance with rules and procedures established by the Board. After such investigation, the board may recommend to the City Manager, suspension, modification or revocation of any order previously made by it suspending, demoting, or reducing in pay such person. The City Manager must act on the recommendation within fifteen (15) days. In cases of contrary action by the City Manager, the Board may submit its recommendation to the Council. Recommendations of the Board submitted to the Council may be overridden only by a 2/3 vote of the Council. (This is not to contravene the employee's right, if dissatisfied with any order or ruling of the Board, and/or Council, to appeal to the Superior Court.)

3. Binding Arbitration

If the aggrieved employee disagrees with the determination of the City Manager after a Personnel Board hearing, or the City Council issued under Section 7(a) of Article XIII of the City Charter, the Union may request that the disciplinary action be referred to arbitration according to the definitions and procedures set forth in Section B., entitled "Binding Arbitration," above.

ARTICLE VII - RESOLUTION

A. TERM OF AGREEMENT

This Memorandum of Understanding shall be in full force for three years commencing July 1, 2013 and ending March 31, 2016.

B. CONTRACTING OUT/TEMPORARY EMPLOYEES

1. The City will notify the Union at least forty-five (45) days in advance of any action taken by the City to contract or subcontract work customarily performed by the members of the General Employee Bargaining Unit, and the Union shall be provided an opportunity to discuss with the City any effect of such contracting or subcontracting upon the members of the bargaining unit.

2. The City shall not, during the term of this MOU, contract out any work in the areas of (1) street sweeping, (2) parks and recreation centers, or (3) libraries. Further, the City certifies that as of the effective date of this Agreement it has no intent to contract out any further work in the areas of street maintenance or "signs and lines."

3. Any seasonal, contract, and/or temporary employee performing work customarily performed by members of the bargaining unit (defined for purposes of identification as

ARTICLE VII – RESOLUTION (continued)

employees hired in any of the classes represented herein) shall not be employed for more than 180 days in any 12 month period without a specific extension signed by the Parties hereto. The City will provide formal notification to the employee of his/her starting and ending employment dates.

4. When competent medical authority (i.e., physician or psychologist) states that an employee will be unavailable to return to work within the 180 days specified above, that position may continue to be filled by a temporary employee up to a maximum of 270 days.

5. The City shall provide the Union a list of all temporary and grant workers on the first working day of each month.

6. Grant employees: Grant appointments (full-time or part-time) in classifications covered by this contract, hired specifically for projects that are exclusively funded by limited term grant funds shall be called "Grant Appointments". If and when the City chooses to create any such positions, the City and Union will meet and confer prior to the positions being filled.

Persons applying for grant positions must pass minimum standards for the classification applicable.

These employees will pay union dues and be eligible for all the benefits employees covered by this agreement receive with the exception of seniority. Upon termination of the grant the employee's service will be terminated without the opportunity to utilize the layoff and bumping procedures.

In the event that a grant is extended beyond its original term or one year, whichever is shorter, the City will meet and confer with the Union regarding incorporating the employee into regular status with the City or granting a one time extension of the appointment.

C. AGREEMENTS FURNISHED

A new Memorandum of Understanding incorporating the terms and conditions of this settlement will be printed with joint efforts to accomplish this within sixty (60) days following the execution of this Memorandum of Understanding. The cost of printing these agreements in a quality acceptable to both groups will be shared equally by the City and the Union. The salary schedule will be published as part of the MOU.

D. CONTINUATION OF BENEFITS

Upon the expiration of this Memorandum of Understanding, the terms and conditions of employment negotiated and ratified by the parties hereto shall continue in effect until agreement is reached on a new Memorandum of Understanding or the parties hereto exhaust impasse procedures.

ARTICLE VII – RESOLUTION (continued)

E. FULL UNDERSTANDING

The parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to March 31, 2016; however, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

F. SEPARABILITY OF PROVISIONS

In the event any provisions of this Memorandum of Understanding are declared by a Court of competent jurisdiction to be illegal or unenforceable, such finding shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. Agency Shop provisions are subject to Government Code Section 3502.5, et. seq.

G. RETROACTIVITY

City agrees that any retroactivity involved in the final disposition of this Memorandum of Understanding shall apply to base salary, overtime, acting pay, and other forms of compensation unless otherwise stated herein.

H. NO STRIKE/NO LOCKOUT PROVISION

During the term of this Memorandum of Understanding, the Union shall not engage in any strike, work stoppage, work slowdown, or job action against the City; and the City shall not engage in any lockout of Union members.

I. UNION BUG

City forms printed in the City of Richmond duplicating shop shall have a Local 1021 "bug" on them. The parties will agree to the size of the union bug. No additional operational practices or salaries will be required by the City as a result of this section.

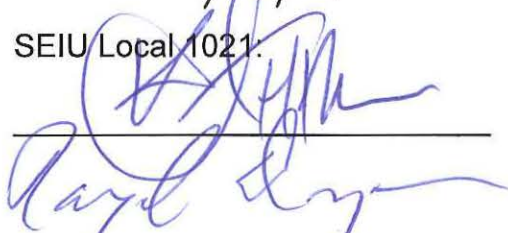
ARTICLE VII – RESOLUTION (continued)

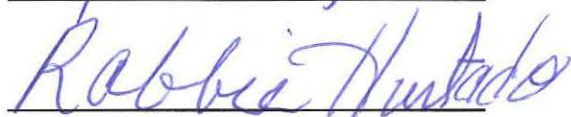
J. LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS

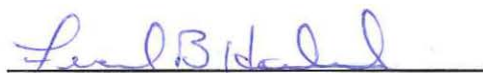
The City and the Union agree to hold quarterly Labor/Management Organizational Discussions to address common goals of increasing long-term institutionalized cost savings, maximizing the service provided to Richmond residents, limiting the need for future layoffs, and ensuring compliance with the terms of the 2003 mediated layoff grievance settlement. In addition, the City and the Union will use an outside facilitator from either the State or Federal Mediation Services to assist in arranging and holding such meetings.

Dated: 2/18/14

SEIU Local 1021:


Rayl King


Rabbia Hurtado


Sam B. Dadd

Lois Lee


Roxanne Ryken

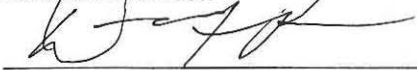

Millie Cleveland

Field Representative, SEIU 1021

Millie Cleveland

EastBay Director, SEIU 1021

Dana MacPherson

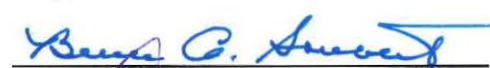

John Stead-Mendez

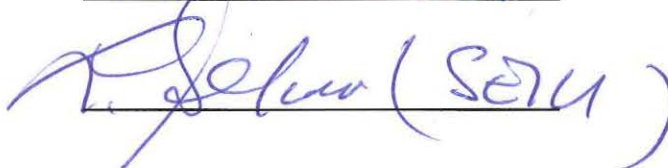
Executive Director, Field & Programs, SEIU 1021

John Stead-Mendez

City of Richmond:


Mayor C. Stupp


Ben C. Stewart


K. Jelenc (SEIU)

City of Richmond
SEIU Local 1021 Full - Time General Employees
Effective July 1, 2015
3.03% Increase

Job Class Title	Range	Level				
		Step 1	Step 2	Step 3	Step 4	Step 5
Accountant I	43H	5,148	5,375	5,614	5,873	6,145
Accountant II	52D	6,182	6,478	6,804	7,134	7,483
Accounting Assistant I	12	3,612	3,793	3,983	4,183	4,391
Accounting Assistant II	30	4,036	4,238	4,451	4,674	4,909
Administrative Aide	46	4,910	5,115	5,360	5,602	5,873
Administrative Secretary	38C	4,806	5,047	5,300	5,566	5,845
Administrative Technician	42A	4,727	4,940	5,159	5,377	5,577
Administrative Trainee	32	3,685	3,829	3,983	4,151	4,325
Aquatic Specialist	8	3,455	3,625	3,806	3,998	4,197
Assistant City Clerk	052C	5,830	6,113	6,417	6,729	7,061
Assistant Police Property Tech	34	4,331	4,492	4,657	4,831	5,032
Assisted Housing Prog Insp I	44	5,110	5,336	5,558	5,824	6,088
Assisted Housing Prog Insp II	46B	5,543	5,775	6,047	6,328	6,628
Audit Assistant I	12	3,612	3,793	3,983	4,183	4,391
Audit Assistant II	30	4,036	4,238	4,451	4,674	4,909
Auditorium Leadworker	134	5,115	5,360	5,602		
Auditorium Worker	129A	4,595	4,800	5,013		
Automotive Body Mechanic	138	5,830	6,112	6,417		
Bookmobile Driver/Library Asst	32B	4,159	4,321	4,496	4,687	4,878
Building Inspector	52B	6,065	6,360	6,680	7,006	7,347
Building Trade Worker I	51A	4,956	5,196	5,456		
Building Trade Worker II	138	5,830	6,112	6,417		
Building Trade Worker III	141	6,139	6,443	6,739		
Business License Field Investigator	34	4,331	4,492	4,657	4,831	5,032
Business License Specialist	126	4,868	5,085	5,310	5,532	5,798
Buyer I	43H	5,148	5,375	5,614	5,873	6,145
Buyer II	52D	6,182	6,478	6,804	7,134	7,483
Cable TV Engineering Support Assistant	545A	3,538	3,715	3,904	4,098	4,304
Cable TV Production Support Assistant	545	3,205	3,371	3,538	3,715	3,912
Carpenter	138	5,830	6,112	6,417	-	-
Chief Of Party	52A	5,770	6,049	6,351	6,661	6,987
City Clerk Assistant	14	3,967	4,165	4,373	4,594	4,823
City Clerk Technician	14	3,967	4,165	4,373	4,594	4,823
Claims Assistant I	14A	3,778	3,967	4,165	4,375	4,594
Claims Assistant II	34A	4,274	4,487	4,710	4,947	5,194
Code Enforcement Officer I	42A	4,727	4,940	5,159	5,377	5,577
Code Enforcement Officer II	52B	6,065	6,360	6,680	7,006	7,347
Collection System Leadworker	138D	6,763	7,089	7,442		
Collection System Maintenance Worker	133D	5,302	5,546	5,805		
Comb. Equip. Mechanic	138	5,830	6,112	6,417		
Comb. Equip. Mechanic Leadworker	140	6,112	6,417	6,729		
Comb. Welder	138	5,830	6,112	6,417		
Communication Call Taker	14A	3,778	3,967	4,165	4,375	4,594

Communication Dispatcher I	32C	4,694	4,875	5,074	5,290	5,503
Communication Dispatcher II	41C	5,628	5,851	6,114	6,388	6,677
Community Develop. Assistant I	32	3,685	3,829	3,983	4,151	4,325
Community Develop. Assistant II	42	4,500	4,702	4,910	5,115	5,360
Community Develop. Const. Rep I	43	4,595	4,800	5,013	5,243	5,487
Community Develop. Const. Rep II	52	5,602	5,873	6,166	6,467	6,783
Community Services Technician I	14	3,967	4,165	4,373	4,594	4,823
Community Services Technician II	36D	4,631	4,828	5,027	5,230	5,467
Construction Assistant	132	5,156	5,371	5,628	-	-
Construction Inspector I	49	5,243	5,487	5,724	6,019	6,317
Construction Inspector II	52C	5,830	6,113	6,417	6,729	7,061
Crime Scene Technician	42A	4,727	4,940	5,159	5,377	5,577
Crime Prevention Specialist	38A	4,849	5,054	5,256	5,494	5,738
Curator's Assistant	18	3,974	4,172	4,381	4,600	4,829
Deputy City Clerk Assistant	34A	4,274	4,487	4,710	4,947	5,194
Duplicating Mail Specialist I	12	3,612	3,793	3,983	4,183	4,391
Duplicating Mail Specialist II	18	3,974	4,172	4,381	4,600	4,829
Electrician	141	6,139	6,443	6,739		
Employment Program Specialist I	36A	4,471	4,694	4,929	5,175	5,434
Employment Program Specialist II	36C	4,972	5,307	5,483	5,758	6,047
Engineer I	49E	5,143	5,393	5,634	5,934	6,239
Engineer II	53	5,934	6,239	6,535	6,862	7,209
Equipment Mechanic II	129	4,781	4,996	5,216		
Equipment Mechanic III	134	5,115	5,360	5,602		
Equipment Mechanic IV	135A	5,456	5,708	5,955		
Equipment Operator	134	5,115	5,360	5,602		
Equipment Parts Specialist .	138	5,830	6,112	6,417		
Equipment Parts Storekeeper	123	4,500	4,725	4,962		
Executive Secretary I	38C	4,806	5,047	5,300	5,566	5,845
Executive Secretary II	38D	5,300	5,564	5,845	6,137	6,444
Family Literacy Specialist	37B	4,589	4,787	4,985	5,187	5,421
Gardener	129	4,781	4,996	5,216		
Graffiti Abatement Specialist	125	4,240	4,417	4,595		
Graphic Illustrator	48	5,115	5,360	5,602	5,873	6,166
Groundskeeper-Gardener	125	4,240	4,417	4,595		
Housing Finance Represent. I	43	4,595	4,800	5,013	5,243	5,487
Housing Finance Represent. II	52	5,602	5,873	6,166	6,467	6,783
Housing Groundskeeper	124	4,151	4,325	4,500	-	-
Housing Lead Groundskeeper	127	4,417	4,595	4,800	-	-
Housing Program Specialist I	14A	3,778	3,967	4,165	4,375	4,594
Housing Program Specialist II	34A	4,274	4,487	4,710	4,947	5,194
Housing Program Specialist III	36D	4,631	4,828	5,027	5,230	5,467
Housing Rehab. Specialist	52	5,602	5,873	6,166	6,467	6,783
Housing Representative I	32	3,685	3,829	3,983	4,151	4,325
Housing Representative II	48	5,115	5,360	5,602	5,873	6,166
Human Resources Technician I	14	3,967	4,165	4,373	4,594	4,823
Human Resources Technician II	34A	4,274	4,487	4,710	4,947	5,194
Human Resources Technician III	46	4,910	5,115	5,360	5,602	5,873
Information Technology Assistant	44	5,110	5,336	5,558	5,824	6,088
Jailer	40	4,650	4,837	5,055	5,278	5,499
Job Developer	51	5,487	5,724	6,019	6,317	6,611

Junior Engineering Aide	35A	3,987	4,142	4,328	4,502	4,680
Junior Engineering Drafter	125	4,240	4,417	4,595	-	-
Learning Center Manager I	37B	4,589	4,787	4,985	5,187	5,421
Learning Center Manager II	40B	4,693	4,927	5,175	5,434	5,707
Legal Secretary	40C	4,927	5,174	5,433	5,704	5,990
Librarian I	42B	5,077	5,307	5,543	5,775	6,047
Librarian II	46B	5,543	5,775	6,047	6,328	6,628
Library Assistant I	12	3,612	3,793	3,983	4,183	4,391
Library Assistant II	18	3,974	4,172	4,381	4,600	4,829
Library Associate	37	4,470	4,693	4,927	5,175	5,434
Library Info. Sys. Support Tech	34A	4,274	4,487	4,710	4,947	5,194
Low Income Public Housing Asset Specialist	36D	4,631	4,828	5,027	5,230	5,467
Maintenance Clerk	28	3,399	3,540	3,685	3,829	3,983
Maintenance Leadworker	135A	5,456	5,708	5,955		
Maintenance Mechanic I	125A	4,388	4,571	4,756		
Maintenance Mechanic II	132	5,156	5,371	5,628		
Maintenance Mechanic III	135A	5,456	5,708	5,955		
Maintenance Utility Worker	119	3,755	3,914	4,068		
Maintenance Worker I	125	4,240	4,417	4,595		
Maintenance Worker II	129	4,781	4,996	5,216		
Marina Maintenance Worker	129	4,781	4,996	5,216		
MIS Technician	44	5,110	5,336	5,558	5,824	6,088
Modernization Programs Specialist	46	4,910	5,115	5,360	5,602	5,873
Museum Curator	42B	5,077	5,307	5,543	5,775	6,047
Neighborhood Change Agent	14A	3,778	3,967	4,165	4,375	4,594
Office Assistant I	8	3,455	3,625	3,806	3,998	4,197
Office Assistant II	14	3,967	4,165	4,373	4,594	4,823
Office Specialist	34A	4,274	4,487	4,710	4,947	5,194
Painter	138	5,830	6,112	6,417		
Paratranist Assistant	8	3,455	3,625	3,806	3,998	4,197
Paratranist Driver	850A	2,926	3,094	3,226	3,385	3,556
Paratransit Driver Leadworker	73	4,970	5,218	5,480		
Parking Enforcement Rep	34	4,331	4,492	4,657	4,831	5,032
Parks Constr. & Mtce. Worker	134	5,115	5,360	5,602		
Parks Equipment Parts Specialist	138	5,830	6,112	6,417		
Payroll Coordinator	46A	5,337	5,560	5,823	6,088	6,382
Payroll Specialist	34A	4,274	4,487	4,710	4,947	5,194
Permit Technician I	14	3,967	4,165	4,373	4,594	4,823
Permit Technician II	46	4,910	5,115	5,360	5,602	5,873
Planner I	43G	5,055	5,280	5,513	5,767	6,036
Planner II	52G	6,287	6,588	6,919	7,256	7,610
Planning Technician I	28B	4,221	4,394	4,574	4,752	4,945
Planning Technician II	36B	4,945	5,154	5,367	5,584	5,837
Police Assistant	34	4,331	4,492	4,657	4,831	5,032
Police Property Technician	37B	4,589	4,787	4,985	5,187	5,421
Police Records Specialist	34A	4,274	4,487	4,710	4,947	5,194
Police Report Transcriber	18	3,974	4,172	4,381	4,600	4,829
Property Maint & Housing Inspector	52B	6,065	6,360	6,680	7,006	7,347
Purchasing Assistant	38	4,151	4,325	4,500	4,702	4,910
Recreation Program Coordinator	41	4,813	5,008	5,231	5,463	5,714
Resident Housing Manager	9	1,703	1,786	1,876	1,969	2,069
Secretary	34A	4,274	4,487	4,710	4,947	5,194

Secretary To Mayor	38C	4,806	5,047	5,300	5,566	5,845
Senior Accounting Assistant	37	4,470	4,693	4,927	5,175	5,434
Senior Building Inspector	128	7,090	7,446	7,808	8,190	8,577
Senior Cable TV Prod. Support Assistant	545A	3,538	3,715	3,904	4,098	4,304
Senior Duplicating/Mail Assist.	34A	4,274	4,487	4,710	4,947	5,194
Senior Engineering Aide	43	4,595	4,800	5,013	5,243	5,487
Senior Engineering Drafter	45	4,800	5,013	5,243	5,487	5,724
Senior Equipment Parts Specialist	140	6,112	6,417	6,729		
Senior Library Assistant	34A	4,274	4,487	4,710	4,947	5,194
Senior Office Assistant	34A	4,274	4,487	4,710	4,947	5,194
Senior Treatment Plant Operator	137D	6,595	6,880	7,234		
Sewer Maintenance Operator	135D	6,329	6,621	6,913		
Sewer Maintenance Lead Worker	138D	6,763	7,089	7,442		
Sewer Maintenance Worker I	134	5,115	5,360	5,602		
Sewer Maintenance Worker II	133D	5,302	5,546	5,805		
Source Control Inspector I	47D	5,628	5,888	6,160	6,430	6,758
Source Control Inspector II	54B	6,112	6,417	6,730	7,058	7,392
Source Control Inspector III	59B	6,624	6,973	7,340	7,726	8,133
Stationary Engineer	138	5,830	6,112	6,417		
Storekeeper	38	4,151	4,325	4,500	4,702	4,910
Survey Instrument Operator	47	5,163	5,400	5,652	5,895	6,200
Telephone/Radio Specialist	137A	5,553	5,830	6,111	6,417	6,738
Traffic Technician	44	5,110	5,336	5,558	5,824	6,088
Treatment Plant Chemist	54B	6,112	6,417	6,730	7,058	7,392
Treatment Plant Lab Technician	44E	5,279	5,513	5,745	6,011	6,292
Treatment Plant Maintenance. Mech.	135D	6,329	6,621	6,913		
Treatment Plant Mtce Mech Ldwkr	138D	6,763	7,089	7,442		
Treatment Plant Operator	133D	5,302	5,546	5,805		
Tree Leadworker	135A	5,456	5,708	5,955		
Urban Planner	59A	6,620	6,943	7,292	7,644	8,012
Utility Leadworker	135A	5,456	5,708	5,955		
Utility Worker I	125	4,240	4,417	4,595		
Utility Worker II	129	4,781	4,996	5,216		
Volunteer Tutor/Learner Coordinator	37B	4,589	4,787	4,985	5,187	5,421
Weed Abatement Inspector	43A	4,436	4,657	4,889	5,134	5,392
Work Experience Coordinator.	40	4,650	4,837	5,055	5,278	5,499
Worker's Compensation Claims Examiner	42C	5,818	6,084	6,345	6,614	6,928
Workforce Development Support Specialist	36C	4,972	5,307	5,483	5,758	6,047
Youth Services Program Assistant	46	4,910	5,115	5,360	5,602	5,873

ATTACHMENT B.

DEFINITIONS

CATASTROPHIC LEAVE: An employee suffering from a severe illness or injury expected to incapacitate the employee for an extended period or a similar illness or injury to a spouse, minor child or parent may apply for catastrophic leave. To be eligible, the employee must have been an employee of the City for at least one year and have exhausted all sick, vacation, and compensatory leave. The employee must also not be receiving any other leave payments such as workers compensation or long term disability. Application for catastrophic leave must be made through the employee's Department Head. Employees may donate their vacation leave to the catastrophic leave bank to be used by a qualified employee.

CLASSIFICATIONS: A group of positions sufficiently similar with respect to their duties and responsibilities that (a) the same descriptive title may be used to designate the positions allocated to the classification (class), (b) the same basic minimum qualifications as to education and experience may be required of all incumbents, (c) the same selection devices may be used to screen qualified employees, and (d) the same salary rate or range can apply with equity under substantially the same working conditions.

EMERGENCY RETIREMENT: In the event an employee is suffering from a terminal illness, he/she can initiate an emergency retirement to ensure the maximum benefits to his/her family. Employees wishing to initiate an emergency retirement must contact the Human Resources Management Department for assistance in obtaining and filling out the appropriate PERS forms.

FINGERPRINTING: As required by California Public Resources Code Section 5163 certain employees who work with or around children must be fingerprinted and have their records checked with the Department of Justice. This will occur upon initial hire or when an employee's assignment is changed so that he/she falls under the Law's requirement.

IMMEDIATE FAMILY: The immediate family of an employee shall include: wife, husband, mother, father, grandmother, grandfather, sister, brother, child, father-in-law,

City of Richmond/SBIU Local 790 2004 - 2010 Memorandum of Understanding

mother-in-law, brother-in-law, sister-in-law, stepchild, stepfather, stepmother, legal guardian, grandchildren, aunt, uncle, domestic partner, as defined, and all minors living as a member of the family. In unusual cases, the City Manager may make exceptions to these restrictions.

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

REASSIGNMENT: A department head may reassign an employee from one position to any other position in the same classification in his/her department.

REGISTERED DOMESTIC PARTNER: For purposes of this MOU, when referred to herein the term "Registered Domestic Partner" shall mean a person who meets the criteria specified in Section 297 of the Family Code of the State of California and who is duly registered as such by the California Secretary of State's Office.

TEMPORARY EMPLOYMENT: Temporary full-time or part-time employment is limited to a maximum of 180 calendar days or up to 270 days if the employee be replaced is unable to return due to illness.

TRANSFER: An employee's voluntary request to move to another department or a position within their department within the same classification. Such transfers require the department head's approval. If the move is from one department to another, the transfer will require both department heads' approval.

TUBERCULOSIS TESTING: As required by California Public Resources Code Section 5164 certain employees who work with or around children are required to be tested for tuberculosis. The County Health Department will determine what remedial actions are necessary if an employee tests positive.

WORKERS COMPENSATION CLAIM: If an employee is injured on the job or becomes ill due to work related conditions, the employee must report this to his/her supervisor as soon as possible. The supervisor will provide the employee with the necessary claim forms and a pamphlet on employees' Workers Compensation rights.

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

For more information, see section III.B.10. of this MOU and the City's Health and Safety Manual.

ATTACHMENT C.

WEINGARTEN RIGHTS

The Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview which may result in discipline. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a steward is requested but denied. The Union suggests you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, the Union suggests that you not answer any questions and take notes.

ATTACHMENT D.

BUILDING INSPECTORS' CERTIFICATIONS

Proponent Agency	Certification Title
ICBO ¹	Building Inspector
ICBO	Building Code Accessibility/ Usability Specialist
ICBO/IAEI ²	Electrical Inspector
ICBO	Plumbing Inspector
IAPMO ³	Plumbing Inspector
IAPMO	Mechanical Inspector
ICBO	Mechanical Inspector
ICBO	Combination Dwelling Inspector
ICBO	Light Commercial Combination Inspector
ICBO	Plans Examiner
ICBO	Uniform Fire Code Inspector
IFCI ⁴	Company Officer Fire Code Inspector
ICBO	Structural Masonry
ICBO	Structural Steel and Welding
ICBO	Spray-applied Fireproofing
ICBO	Reinforced Concrete
ICBO	Prestressed Concrete

¹International Conference of Building Officials

²International Association of Electrical Inspectors

³International Association of Plumbing and Mechanical Officials

⁴International Fire Code Institute

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

IAEI	Electrical Inspector Plan Review
AACE ⁵	Housing Inspector
AACE	Zoning Inspector
NCPPI ⁶	Elevator Inspector
NCPPI	CABO One and Two Family Dwelling Inspector
IFCI	Underground Storage Tank Certification
CACE	Code Enforcement Inspector (Class Name)
SCACEO	(Class Name)

⁵American Association of Code Enforcement

⁶National Certification Program for Construction Code Inspectors

Addendum to the MOU

Civilian Probationary Review Board

- 1) Policy: The Chief of Police shall establish, within the Police Department, a Civilian Probationary Review Board which shall review, on a monthly basis, the performance of civilian probationary employees.
- 2) Authority:
 - a. The Civilian Probationary Employee Review Board shall have the authority to review and comment upon all evaluations of civilian probationary employees, both in terms of the process prescribed in this policy and the manner of its use. The Board shall recommend any necessary change in the training process or use of evaluations.
 - b. The Board shall have the authority to summon any civilian probationary employee, trainer, or supervisor to appear before the Board in relation to any review/hearing process.
 - c. The Board shall have the authority to return evaluations for revision and/or clarification when deemed appropriate.
- 3) Function: The Civilian Probationary Review Board shall review all civilian probationary employees to include: Weekly evaluations packages, any other evaluations materials, disciplinary actions or written documents related to the civilian probationary employee.
- 4) Civilian Employee Review Board Appearances: In addition to review of written documents, the Board shall have the option to summon the civilian probationary employee to appear before the Board anytime during the training process. The Board shall summon the civilian probationary employee to appear after completion of the training process.
 - a. Twelfth Month and Eighteenth Month Final Appearance: This appearance is mandatory for non-sworn probationary employees. For non-sworn employees making their twelfth month appearance (eighteenth month for Communications

Dispatchers), the Board will make a final recommendation to the Chief of Police of either retention with permanent status or rejection from probation.

b. Rejection Appearance (Hearing):

- i. At the direction of the Chief, the Civilian Employee Review Board shall meet to review a recommendation for rejection of a civilian probationary employee at any time during the probation period. The Board shall review any and all available documentation relating to the rejection recommendation.
- ii. The Board may also summon trainers and/or supervisors involved in any way with the rejection recommendation for the purpose of making further inquiry.
- iii. The Board, upon completion of interviews and review, shall summon the civilian probationary employee in question to appear before the Board. The Board shall ensure that the employee is made aware of the recommendation for rejection and the cause(s) for it. The employee shall then be given the opportunity to respond to any inquiries from Board members and explain his/her position. The probationary employee must be notified at least two (2) days before the hearing.
- iv. Upon conclusion of the appearance by the employee in question, the Board shall, in closed session, make a determination as to a final recommendation and forward it to the Chief.

5) Civilian Employee Review Board Composition: the Civilian Probationary Employee Review Board shall include seven (7) civilian employee members and be diverse in its ethnic composition. A quorum shall consist of a minimum of five (5) voting members.

a. Chairperson (1-Captain): The chairperson of the Board shall be a Captain appointed by the Chief of Police.

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

- b. Board Members (2-Supervisors/Managers): The Chief of Police shall appoint two (2) civilian supervisors or managers.
- c. Board Members (5-Civilian Employees): The Chief of Police will appoint five (5) non-supervisory civilian police employees to serve as members of the Probationary Review Board.
- d. Training Section Sergeant: The Training Section Sergeant shall serve in an advisory capacity to the Board and shall be responsible for assembling submitted material and summoning personnel to appear before the Board. The Training Section Sergeant shall assemble all evaluations and related materials received during the period following the last Board meeting.

6) Board Meetings:

- a. The Board shall meet whenever directed by the Board Chairperson or upon recommendation from the Training Section Sergeant.
- b. Civilian Probationary Review Board members shall not discuss any sensitive information or issues with non-board members unless directed to do so by the Board Chairperson or Chief of Police.
- c. Distribution of "Employee Performance Evaluations" shall be coordinated to best coincide with meetings of the Board.
- d. Final Probationary Performance Evaluations for civilian police employees are to be distributed forty-five (45) days before the employee's anniversary date. The affected Bureau Commander will ensure its return to the Support Services Bureau at least ten (10) days before the employee's anniversary date.

7) Documentation of Board Meetings:

- a. The meeting of the Board shall be documented by the Training Sergeant. In her/his absence, the responsibility will be that of the chairperson or her/his designee. A

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

file of those reports shall be maintained by the Training Section.

b. All materials reviewed by the Board shall be returned to the Support Services Bureau or forwarded to their respective repositories:

c. The Chairperson of the Board shall submit to the Chief of Police a synopsis of the meeting:

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

ADENDUM TO THE MOU

CITYWIDE SERVICE QUALITY COMMITTEE

The parties recognize that the primary goal of the City and its employees is to provide quality and efficient public service to Richmond residents, businesses, and visitors.

Therefore, SEIU Local 790 and the City shall form a committee to work together in good faith to assess, monitor and improve service delivery for the residents of the City of Richmond. The committee will include representatives of SEIU Local 790 and Local 21, and shall be broadly representative of the various City departments, and shall be chaired by the City Manager or designee. The committee shall meet regularly, at least once per quarter, to assess how well City services are delivered and to:

- ◇ review appropriate work and performance standards
- ◇ recommend revisions to such standards
- ◇ monitor productivity of work units, and
- ◇ recommend steps for improvement in productivity and service delivery

The committee shall operate by consensus. A maximum of five representatives of SEIU Local 790 (two standing members and three subject matter experts) and five representatives of Local 21 shall participate in the committee.

The committee shall issue a report on a semi-annual basis.

The City retains its prerogative to maintain and modify performance standards and individual performance.

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED PUBLIC EMPLOYEES, LOCAL 790

AND

CITY OF RICHMOND

The City and the Union will meet to discuss creation of 4/10 and/or 9/80 schedules on a pilot basis for mutually agreed upon small scale trial areas. The pilot projects will begin by July 1, 1996 and last for a six month trial period. Written terms and conditions will be developed for the pilot project as were developed for similar scheduling for Dispatchers in the Police Department.

Larry Hendel, Representative

Eric Larson
Workforce Relations
Officer

City of Richmond/SEIU Local 790 2004 - 2010 Memorandum of Understanding

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED PUBLIC EMPLOYEES, LOCAL 790

AND

CITY OF RICHMOND

City and Union will meet and confer to develop a Local 790 classification to perform many of the responsibilities currently carried out by temporary Maintenance Aides. This new classification will be developed by July 1, 1996.

Larry Hendel, Representative

Eric Larson
Workforce Relations
Officer

INDEX

Action Forms	37
Acting Pay	4
Agency Shop.....	2
Agreements Furnished.....	46
Allowances.....	25
Arbitration.....	42
Attendance	29
Bereavement Leave	14
Bilingual Pay	6
Bulletin Boards	28
Cafeteria Option	9
Call Back Time	5
Certifications & Licenses	26
Compensation Time	5
Continuation of Benefits	46
Contracting Out.....	45
Court Appearance	23
Dental Plan.....	11
Demotion.....	8
Disability Insurance	12
Discipline.....	44
Discrimination Prohibited.....	1
Dues Deduction.....	3
Employee Assistance Program	31
Examination Announcements.....	38
Family and Medical Care Leave.....	16
Family Sick Leave	16
Flexible Benefits Plan.....	13
Floating Holidays.....	24
Full Understanding	47
General Provisions.....	1
Grant Employees	46
Grievance Procedure	39
Grievance Time Limits.....	39
Holidays.....	24
Hours of Work	29

Indirect Pay	8
Injury Leave	22
Insurance	8
Jury Duty	18
Labor/Management Organizational Discussion	48
Layoff	32
LEAP Program	39
Leaves.....	13
Leaves of Absences	13
Library Shift Differential	6
Life Insurance.....	12
Long Term Disability Insurance	12
Meal Allowance	25
Meal and Break Periods	30
Medical Plans.....	8
Medical Plan Eligibility	11
Meetings With Supervisors.....	31
Military Leave	18
Mutual Rights	1
Nepotism	38
No Strike/Lockout.....	47
Overtime.....	5
Parental Leave	17
Part-time Provisions	27
Pay Days.....	37
Performance Evaluations	8
Performance Reports, Probationary	34
Personal/Prof Development	25
Personnel Files	37
Personnel Provisions.....	32
Preamble.....	1
Probationary Period.....	33
Probationary Period, Length.....	34
Probationary Period, Rejection During	34
Promotion	7
Rain Gear	27
Recognition	2
Reassignment	36

Reinstatement	35
Resignation	35
Retiree Medical	10
Retirement.....	28
Retroactivity	47
Safety Committee.....	30
Safety Footwear	25
Safety Training	32
Salary	4
Salary Advancement	7
Separability of Provisions	47
Severance Pay	36
Sewer Maintenance Titles	37
Shift Changes.....	30
Shift Differential.....	6
Sick Leave.....	15
Sick Leave, Accrual Rate	15
Sick Leave, Conversion to PERS Credit	16
Sick Leave, Payment for Unused Sick Leave.....	15
Standby Pay	7
Temporary Employees	45
Term of Agreement	45
Tools	27
Training Differential	6
Transfer.....	36
Tuition Reimbursement	25
Uniforms.....	26
Union Bug	47
Union Representation.....	3
Vacation Leave	19
Vacation Leave, Accrual Rate	19
Vacation Leave, Limitation	20
Vacation Sell Back	21
Vacation Usage	22
Vision Plan	12
Wellness Programs	32
Workers Compensation (Injury Leave) Payments	22
Working Conditions	28
Working Hours	29
Work Units, Definition.....	29
Work Week, Length.....	29