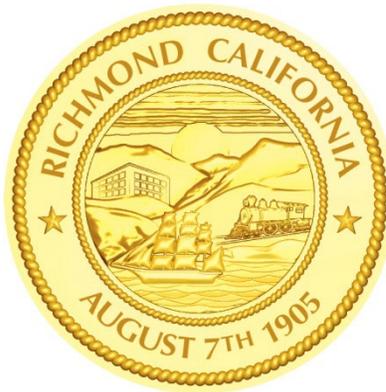


Memorandum of Understanding

between the

City of Richmond



and the

I.F.P.T.E Local 21
Executive Management



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MEMORANDUM OF UNDERSTANDING
between the
CITY OF RICHMOND
and the
International Federation of Professional and Technical Engineers, Local 21, AFL-CIO,
Executive Management
2025-2028

PREAMBLE

This AGREEMENT (hereinafter “Agreement”) entered into by the City of Richmond (hereinafter “City”) and International Federation of Professional and Technical Engineers, Local 21 (AFL-CIO) (hereinafter “Union”) has as its purpose the harmonious labor relations between the City and the Union; establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

The legal relationship between the City and the Union is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City’s Charter, the City’s Employer-Employee Relations Resolution, the City’s Personnel Rules, and this Agreement. Whenever this Agreement contains a provision relating to a subject matter which is also referred to in the Charter, Employer-Employee Relations Resolution, Personnel Rules or any other City ordinance, policy or regulations, the provisions of this Agreement shall prevail.

The term “Agreement” as used herein means the written agreement provided under Government Code Section 3505.1.

SECTION 1 – RECOGNITION

The City recognizes the Union as the recognized employee organization for full and part-time employees, in the following unit as specified in Attachment A:

Executive Management

The following employees are excluded from the unit: City Manager, City Attorney, Assistant City Manager or similar single position classification, Chief Assistant City Attorney or similar single position classification, Director of Human Resources, Assistant Director of Human Resources or Labor Relations Manager or similar single position classification.

SECTION 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. These rights include but are not limited to: manage and direct the City’s business and personnel; manage, control and determine the mission of its departments, building facilities, and operations; assign, repair, inspect, and retrieve City property and leased space; create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; direct the work force; increase or decrease the work force and determine the number of employees needed; hire, transfer, promote, and maintain the discipline and efficiency of its employees; establish work standards, schedules of Operation and

reasonable work load; and adopt rules of conduct (including acceptable dress standards as needed).

SECTION 3 – UNION RIGHTS

3.1 Stewards

The Union may designate up to four (4) bargaining unit members as its stewards for the purpose of assisting the Union and bargaining unit members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies, and ordinances within the scope of bargaining regulating wages, hours and working conditions.

The Union shall annually, in January, provide a list of stewards to the Director of Human Resources. The Union shall inform the Director of Human Resources in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

3.2 Stewards' Release Time

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when meeting with City representatives regarding grievances and potential grievances arising over the interpretation of rules, policies and ordinances regulating wages, hours and working conditions. Stewards shall arrange with each steward's department director or designee in advance to schedule a reasonable amount of time to perform said duties and shall not interfere with the performance of City services.

3.3 Bargaining Team

The Union may designate up to four (4) bargaining team members to meet and confer with the City's representatives on matters within the scope of representation.

3.4 Bulletin Boards

The Union shall have the right to have bulletin board space designated exclusively for its use.

3.5 Information on Represented Employees

Within thirty (30) days of hire, promotion or separation, the City shall provide the Union with a list of all newly hired, promoted, or separated employees covered by this Agreement.

Once each quarter (July, October, January, April) the City shall provide the Union with a list of all employees in the bargaining unit. Such lists shall be in a digital or other usable data format (preferably in .csv) and shall include the employee's:

- Name
- Date of hire, promotion, or separation
- Home address
- Home and/or cell telephone number, to the extent the City has that information
- Personal email address, to the extent the City has that information
- Work department
- Classification
- Work phone number
- Work email address
- Service date
- Base hourly wage

The July report shall include each employee's current pay differentials and/or specialty pays.

3.6 Work Access

Authorized Union representatives shall have reasonable access to bargaining unit members in City offices for transmittal of information or for representation purposes provided the work of City employees and services to the public are unimpaired.

The Union shall give the City a written list of Union representatives and shall keep such list current.

3.7 New Employee Orientations

A. The City agrees that each newly hired employee into the bargaining unit, within the first thirty (30) days of employment, shall participate in an in-person orientation meeting as part of the New Employee Orientation.

B. Union Representatives shall be provided an opportunity to present to employees at the New Employee Orientation, for thirty (30) minutes. Employees will not suffer a loss in compensation for such time when the Union is presenting to the employee.

The City shall grant release time for up to two (2) Union Employee Representatives, which shall include reasonable time for travel and set up, without loss of compensation, to present at the New Employee Orientation or presentation described in section C below. The Union shall provide the name(s) of the Union Employee Representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the City at least forty-eight (48) hours prior to the scheduled New Employee Orientation.

C. A newly hired employee who does not attend the New Employee Orientation will be scheduled for a subsequent New Employee Orientation. To the extent such employees for any reason do not attend, within thirty (30) days of beginning work, the Union shall have the option to schedule a thirty (30) minute presentation on paid City time with the employee.

D. The City shall advise the Union of the dates and times of New Employee Orientations at which employees covered by this Agreement will be in attendance. Such notice shall be provided at the earliest opportunity but not later than ten (10) days before the scheduled orientation. The City shall email the Union at least forty-eight (48) hours in advance of the New Employee Orientation a list of registered participants represented under this Agreement. Employees not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

E. The Union agrees to stay within its designated time period and will not cause a delay to the New Employee Orientation agenda. For example, if the Union Representative(s) are scheduled to present from 9:00 a.m. – 9:30 a.m., and they arrive at 9:20 a.m., the Union Representative(s) shall have from 9:20 a.m. – 9:30 a.m. to present. If the Union Representative(s) arrive at 9:35 a.m., they have waived their opportunity to present to the group and no additional time or rescheduling will be afforded. If the Union's start time is delayed it shall not reduce the Union's time to present. However, if the Union Representative(s) are unable to make the scheduled time, the City agrees to make Union-provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union-provided information.

F. The City will provide the Union an environment for the Union's presentation that is reasonably free from distractions. If multiple unions attend the New Employee Orientation, each union will meet with employees of the bargaining groups at the same time. Separate meeting rooms may be provided but are not guaranteed; however, groups will be divided into "break out"

sessions in the same room and/or close proximity to the room scheduled for New Employee Orientation.

- G. The City will not observe or disturb the Union presentation.
- H. The parties mutually agree to not disparage the other party or and/or its governing board(s) (e.g., City Council, Richmond Housing Authority) (e.g., union executive committee, business agents), its supervisors or management during New Employee Orientations.

3.8 Artificial Intelligence (AI)

- A. Statement on AI. The Executive Management Unit and the City recognize the potential for artificial intelligence (AI) tools and technology to improve working conditions and strengthen public service delivery. At the same time, both parties acknowledge the City's essential role as an employer in the regional economy and reaffirm the City's commitment to valuing and supporting its human workforce. The City does not want AI to replace employees. That being said, nothing in this general statement shall prohibit, limit, or otherwise restrict any member of this bargaining unit from developing, implementing, or innovating with AI tools and technology in the performance of their duties on behalf of the City.
- B. Limited Reopener on AI Replacing Employees. In light of the parties' discussions on AI during 2025 bargaining, the City agrees to meet and confer with the Union in June 2026, or another time mutually agreeable to the parties, to discuss guardrails on AI replacing long-term bargaining unit employees, upon the Union's request.
- C. Notice. The parties affirm the City's existing obligations under the MMBA to provide reasonable prior notice of any plan to implement new AI tools and technology that have a foreseeably adverse impact on bargaining unit work. This notice provision shall not apply to existing software, applications, or systems that incorporate AI features through routine updates or maintenance.

SECTION 4 – 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. Filing a discrimination, harassment, or retaliation complaint containing one or more of the same allegations with state and/or federal agencies shall terminate any grievance process provided for in this memorandum of understanding.

SECTION 5 – UNION DUES

5.1 Union Dues Deductions

Upon certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union, rather than the Employer. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

- A. It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues.
- B. Dues deductions shall not be retroactive.
- C. The City will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- D. Member request to change or cancel deductions must be made to the Union and not to the City. The City shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. The City will cease deductions at the end of the pay period following notification from the Union to the City to cease deductions, or at a later date as specified by the Union to coincide with the end of a pay period.
- E. The employee's earnings must be sufficient after all other legal and required deductions and any employee voluntary deductions are made to cover the amount of the Union Dues. When the employee's earnings are insufficient (whether employee was in a full, partial, or unpaid status), no Union Dues will be deducted during that pay period.
- F. In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall promptly notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.

5.2 Indemnification

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 union dues described above.

SECTION 6 – SALARIES

6.1 Salary Ranges

Current monthly salary ranges (as of June 30, 2025) for classifications represented by the Union are listed in Attachment A.

Effective the pay period including July 1, 2025, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 5.0% of the monthly pay rate in effect before such increase takes effect.

Effective the pay period including July 1, 2026, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 5.0% of the monthly pay rate in effect before such increase takes effect.

Effect the pay period including July 1, 2027, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 5.0% of the monthly pay rate in effect before such increase takes effect.

6.2 Pay for New Employees

The department director/appointment authority may authorize that a particular position is filled up to the mid-point of the salary range. Requests for appointments above the mid-point must be pre-approved by the City Manager.

6.3 Salary Upon Reemployment

A former employee at the time of separation who is re-appointed within two (2) years in the same class or in a lower class in the same series may, upon the request of the department director and with approval of the Director of Human Resources be appointed at the same monthly pay rate as occupied immediately prior to separation.

An employee who voluntarily separates and (a) is subsequently re-appointed in the same department in a represented classification, (b) begins work not more than one hundred eighty (180) days from the last day the employee actually worked for the City, and (c) either did not withdraw from CalPERS or "bought back" CalPERS service credit shall, upon approval of the Director of Human Resources, have continuous service credit for purposes of vacation. Restored prior service shall apply toward seniority for other purposes.

6.4 Merit Increases within Range

- A. Merit increases shall not be automatic but shall be based on performance and granted upon the recommendation of the employee's department director and subsequent approval of the City Manager.
- B. An employee in a part-time position shall be treated identically to an employee in a full-time position except that merit increases shall be granted in the same proportion of hours of work related to the hours of work of a full-time position.
- C. The merit increase eligibility date for all employees hired/promoted into classifications within this unit shall be the first day of the pay period following completion of 24 full pay periods. If the first day of a pay period is a City holiday and the employees begins work on the workday immediately following the City holiday, then that period shall count towards the completion of the requisite number of full pay periods worked.

Other than military leave or workers' compensation leave, an absence from work without pay, exceeding seven (7) calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was absent from work without pay.

- D. Advancement within the pay range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form.

The merit increase shall be a minimum of one percent (1%), not to exceed five percent (5%). A performance evaluation must be submitted annually within sixty (60) days following the employee's performance evaluation eligibility date. If the manager/department director fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory, and the employee shall receive a pay increase of five percent (5%) effective on the scheduled date. (See paragraph H.)

- E. An overall rating of unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, or improvement does not demonstrate

satisfactory performance, the employee's merit increase shall be denied, in writing. An employee's merit increase eligibility date shall not be changed by any denial.

- F. If, in the manager's/department director's judgment, the employee's performance does not merit a pay increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the manager/department director shall complete the performance evaluation and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed twelve (12). A merit increase may be deferred only once for each merit increase eligibility date evaluation period. A manager/department director may reopen the matter by submitting another merit rating. An employee's merit increase eligibility date shall not be changed by any deferment.
- G. The City Manager may authorize a merit increase, at the City Manager's sole discretion, which is in addition to any merit increase specified above and/or which is greater than the merit increase values expressed above.
- H. The salary adjustment may not result in an individual exceeding the maximum salary of the established salary range for their classification.

6.5 Salary Upon Promotion

Whenever an employee is promoted to a higher class, they shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class and is at least five percent (5%) higher than their previous salary and shall not exceed the established maximum pay rate of the promoted classification. An appointing authority, with prior written approval of the City Manager, may approve a promotion salary greater than five percent (5%) (not to exceed the established maximum pay rate of the promoted classification).

6.6 Pay Upon Transfer

When an employee is transferred from one class and department to another department in the same class, the salary and merit increase eligibility date shall not change.

6.7 Pay Upon Demotion

When an employee is demoted for reasons of unsatisfactory performance, the employee's pay rate shall be reduced to the maximum pay rate of the new class, by five percent (5%) if the new class does not have pay range steps, or to the pay range step that provides a five percent (5%) reduction in pay, whichever of these provides the lower pay rate. A demotion should occur as of the beginning of a pay period. The merit increase eligibility date shall be based on the beginning of the pay period corresponding with the employee's demotion.

When an employee is demoted as an accommodation for ADA purposes, the employee's pay in the new class shall be the lesser of the maximum pay rate of the new class, the employee's current pay rate if the new class does not have pay range steps, or to the pay range step that is closest to (but not exceed) the employee's current pay rate. The merit increase eligibility date to which the employee had prior to the demotion shall be retained.

6.8 Pay Upon Reclassification

The pay of an employee in a reclassified position shall be determined as follows:

- A. If the position is reclassified to a class with the same pay range, the salary and merit increase eligibility date will not change.

- B. If the position is reclassified to a class with a higher pay range, reclassification shall be considered a promotion.
- C. If the position is reclassified to a class with a lower pay range, the pay shall be determined as follows:
 - 1) If the pay of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date shall not change.
 - 2) If the pay of the employee is greater than the maximum pay of the new classification, the salary shall be designated as a Y-Rate and shall not change during continuous regular service (i.e., not a temporary employee) until the maximum of the new classification exceeds the pay of the employee. or until the period of time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the pay still exceeds the maximum of the new pay range for the new classification, the pay shall be reduced to the maximum pay for the new class.

<u>Years of continuous regular service</u>	<u>Effective date of pay change:</u>
Less than 5 years	2 years from date of reclassification
5 but less than 10 years	3 years from date of reclassification
10 but less than 15 years	4 years from date of reclassification
15 but less than 20 years	5 years from date of reclassification
20 but less than 25 years	6 years from date of reclassification
25 or more years	7 years from date of reclassification

6.9 Bilingual Pay

Employees working in positions certified by the Human Resources Department as bilingual in Spanish and other City approved languages shall receive two hundred dollars (\$200) per month additional compensation. An employee may be certified as bilingual for purposes of this article based on written and/or oral communication skills in City-approved languages other than English.

6.10 Acting Pay

- A. The department director must obtain official written approval through normal procedures, including a Personnel Action Form, when the department director intends to have a subordinate employee work temporarily in a higher paid classification. The department director must ensure that the employee who is to temporarily relieve in a higher paid classification must assume all or substantially all of the duties and responsibilities of the higher paid classification and fulfill those duties for a period of fourteen calendar days before the department director attempts to obtain approval for such appointment. Upon completion of the fourteen calendar days of an Executive Management Unit employee assuming substantially all of the duties and responsibilities of a higher classification, the employee will receive a ten percent (10%) differential or the entry step in the higher range, whichever is greater, retroactively to the first day of acting in the higher position, not to exceed the maximum established pay rate. If the employee's anniversary date should occur during a period of acting in the higher position, the employee's acting pay will be increased an additional five percent (5%) not to exceed the maximum established pay rate from said anniversary date. Such assignments shall be for a specific period of time, as indicated on the Personnel Action Form but not to exceed one year. Prior to an acting assignment reaching one year the Director of Human Resources will review the need for the position and determine whether an examination should be conducted to permanently fill the position, or

the acting appointment should be terminated.

The department director shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification.

- B. City Manager's Authority to Appoint In Acting Capacity: If a vacancy occurs in a department director, an assistant department director, or a similar administrative position, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human Resources, to a position in such a class in an acting capacity, with such appointment to be designated "Acting" followed by the appropriate class title.
- C. Generally, an employee who is relieving a department director, an assistant department director, or a similar administrative employee, when the relieving employee is paid salary commensurate with their duties and their position description includes acting as department director, shall not be promoted temporarily to the higher paid classification in the same division or department. However, the City Manager, in their discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; and (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

6.11 Changes in Salary Allocation

If a class is reassigned to a different pay range, the employee's pay and merit increase eligibility date shall remain unchanged, except when:

- The employee's pay is less than the minimum of the new pay range, in which case the employee shall receive the minimum of the new pay range and the merit increase eligibility date shall be amended to 24 full pay periods following this pay adjustment.
- The employee's pay is greater than the maximum of the new pay range, in which case the employee shall receive the maximum of the new pay range and receive "Y-Rate" pay as provided in **Section 6.8**, Pay Upon Reclassification, paragraph C2.

SECTION 7 – INDIRECT PAY AND ALLOWANCES

7.1 Definition of Registered Domestic Partner

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.

7.2 Medical Insurance

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act

("PEMHCA" or "PERS Health") 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 CalPERS or by law, the health plan coverage described herein shall apply to persons retired.

- B. The City's monthly contribution to provide PEMHCA health insurance benefits for the individual employee and the employee's eligible dependents shall be the Minimum Employer Contribution ("MEC") established by PEMHCA, for which CalPERS adjusts.
- C. Employees may make changes to their enrolled dependents and/or health plan selection as permitted by CalPERS.

7.3 Cafeteria Plan

For full-time employees, the City's monthly contribution toward the Cafeteria Plan shall be set at one hundred percent (100%) of the monthly premium of the PEMHCA Region 1 Kaiser Permanente family rate (employee plus two or more dependents) minus the PEMHCA MEC for those enrolling with employee plus two or more dependents. A full-time employee enrolling in coverage for employee plus one dependent shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee+1 rate minus the PEMHCA MEC. A full-time employee enrolling in employee only coverage shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee only rate minus the PEMHCA MEC.¹

For part-time employees, the City's monthly contribution toward the Cafeteria Plan shall receive a prorated amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to thirty-seven and one-half hours. That total amount shall first be allocated to the PEMHCA MEC, and any remaining employer contribution shall then be allocated to the cafeteria plan.²

The City's Cafeteria Plan contribution can be used toward PEMHCA medical insurance only. Any unused (unspent) Cafeteria Plan contributions are not retained by the employee.

An employee whose Health Insurance plus Cafeteria Plan contribution is insufficient to fully pay the employee's selected health insurance plan's premium shall have the remaining health insurance premium deducted from their pay on a pre-tax basis. The employee though may direct the Director of Finance, through a form designated by the Director of Finance, to have said remaining health insurance premium deducted on an after-tax basis.

7.4 Waiver/Opt-Out of Medical Coverage

An employee who provides proof of alternate health insurance coverage which is Patient Protection and Affordable Care Act (ACA) compliant, may opt-out of the City's medical insurance

1 In 2021 the PEMHCA Region 1 Kaiser Permanente family rate is \$2,115.46. For 2021, CalPERS has set the MEC at \$143.00. As an illustrative employee+2 or more dependents example, the City's contribution toward **Section 7.2**, Medical Insurance, will be \$143.00 per month and the City's contribution toward **Section 7.3**, Cafeteria Plan, will be \$1,972.46. Together, using both **Section 7.2** and **Section 7.3**, the employee who enrolls in family coverage will have the City's 100% contribution toward PEMHCA Region 1 Kaiser Permanente family health insurance.

2 As an illustrative example, the part-time employee is fifty percent (50%) FTE, and would then receive 50% of the Region 1 Kaiser Permanente family rate (for 2021, 50% of \$2,115.46, or \$1,057.73). Of this value, \$143.00 is allocated to Section 7.2, Medical Insurance and \$914.73 is allocated to Section 7.3, Cafeteria Plan.

coverage. An employee that opts-out of the City's medical insurance coverage shall receive one hundred fifty dollars (\$150.00) per month for employee-only health insurance coverage or two hundred dollars (\$200.00) per month for employee plus one or more dependents health insurance coverage.

For opt-out purposes, ACA-compliant alternate health insurance coverage means the employee and the employee's tax family must (or will have) minimum essential coverage through another source other than coverage in the individual market, e.g. Covered California. This is explained more fully below, as are other requirements for opting-out.

- A. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- B. A Tax Family means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year for which the eligible opt-out arrangement applies;
- C. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for the applicable period. Reasonable evidence may include an attestation by the employee;
- D. The employee must provide the evidence/attestation every plan year;
- E. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- F. The compensation for opting out cannot be made if the City knows or has reason to know that the employee or a member of the employee's tax family does not have alternative minimum essential coverage.

7.5 Health Care Reimbursement Account

During an annual open enrollment period (normally October or November), an employee may elect to enter into a pay reduction agreement with the City whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds remaining in their HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

7.6 Dependent Care Reimbursement Account

During an annual open enrollment period (normally October or November), an employee may elect to enter into a pay reduction agreement whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds in their DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed

under the Plan Document, the employee may use the funds in their DCRA to obtain reimbursement of eligible dependent care expenses.

7.7 Internal Revenue Code Section 132 Plan

During an annual open enrollment period (normally October or November), an employee may elect to enter into a payroll reduction agreement whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Internal Revenue Code Section 132 transportation plan benefit. An employee may participate in the parking expenses benefit plan and/or the transit expenses benefit plan. The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds in their Section 132 Plan at the end of the plan year or at the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their Section 132 Plan to obtain reimbursement of eligible transportation care expenses.

7.8 Employee's Contribution Toward Health Insurance and to Other Post-Employment Retirement Benefits

- A. In addition to any employee contribution toward the employee's share of health insurance (see **Section 7.2** – Health Insurance and **Section 7.3** - Cafeteria Plan), an employee will contribute fifty dollars (\$50.00) per month toward the employee's health insurance which will be deducted from the employee's pay on a pre-tax basis. The employee, though, may direct the Director of Finance, through a form designated by the Director of Finance, to have said amount deducted on an after-tax basis. Effective for payroll covering the first of the month following adoption of the 2021-2025 MOU, the employee's contribution was amended from one hundred twenty-five dollars (\$125.00) per month to fifty dollars (\$50.00) per month.
- B. The employee, excluding fire safety management and police safety management, will also contribute toward the City's Other Post-Employment Benefits Plan on an after-tax basis. Effective the first full pay period following City Council adoption of the 2021-2025 MOU, employees', excluding fire safety management and police safety management, retiree medical benefit pre-funding trust contribution was amended from one hundred dollars (\$100.00) per month to contributions determined by the second-step annual base wage from their current job classification. The contribution amounts are as follows:
- Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.
 - Employees in job classifications with annual base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.
 - Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.
 - Part-time employees in the bargaining unit shall make monthly retiree medical benefit pre-funding trust contributions on a pro-rata basis. As an example, this means that a part-time employee in a job classification with a second step making less than \$60,000 per year who works a three-quarters time schedule (28.125 hours per week) would pay \$37.50 per month to the trust.

Fire safety management employees shall contribute four hundred dollars (\$400) toward the

City's Other Post-Employment Benefits Plan.

Police safety management employees shall contribute five hundred twenty-five dollars (\$525) toward the City's Other Post-Employment Benefits Plan.

7.9 Retiree Medical Insurance

All employees who have concurrently retired from the City and from CalPERS may participate in PEMHCA at their own expense. The City's contribution toward the retiree's medical insurance shall be the MEC amount as established by CalPERS.

7.10 City's Supplemental Retiree Health Insurance Contribution to Retirees

A. In addition to the City's contribution toward retiree medical insurance (**Section 7.8**), excluding police safety and excluding fire safety retirees, the City will also reimburse an employee who concurrently retired from the City and from CalPERS and who participates in PEMHCA retiree medical insurance based on the Retiree Medical Benefit Eligibility schedule (below) ("an eligible retiree"). The eligible retiree shall be reimbursed four hundred thirty-five dollars (\$435.00) per month for retiree only health insurance or five hundred sixty-seven dollars (\$567.00) per month for retiree plus one or more dependents; provided, however, that neither the retiree nor any participating dependents are eligible for Medicare benefits. Retirees may add new dependents during retirement, but the City will not increase its reimbursement to contribute towards the premiums for these new dependents.

- 1) When a retiree or surviving dependent becomes eligible for Medicare benefits, the monthly reimbursement shall be reduced to the amount deducted from the pension check for supplemental medical insurance and shall be no more than the reimbursement for which they are eligible described above. The City will not cover any Medicare costs.
- 2) Retirees may receive the reimbursement for which they are eligible described above for a non-PERS health plan if 1) the retiree resides in a non-covered CalPERS medical area, 2) the non-PERS health plan is selected at the same time that an employee drops a CalPERS health plan and 3) the retiree submits monthly proof of payment for the premium. Once such a selection is made, the retiree may opt back into a CalPERS health plan, but the City will not reimburse the retiree for any portion of the premium.
- 3) Retiree Medical Benefit Eligibility: To be eligible for the reimbursement described on **Section 7.9, paragraph A**, the retiree must (1) retire within 120 days of separation from the City payroll, (2) be enrolled in a CalPERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

Age	55+	54	53	52	51	50
Full-Time Years of Service	10	12	14	16	18	20

Employees who retire in a CalPERS approved disability and have 10 years of service with the City shall also be eligible for City reimbursement towards medical benefits as described in **Section 7.9, paragraph A**.

- 4) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

B. Retiree Medical for Fire Executive Management:

- 1) The City will reimburse retiree medical premiums for employees retiring on or after July 1,

2006, based on the following chart, and not to exceed 100% of the Kaiser Permanente Region 1 for the applicable coverage:

Full-Time Years of Service	25+	15-24	10-14
Premium*	100%	90%	80%

*Percentage of the Kaiser Permanente Region 1 rate for the applicable coverage for single, double, or more than two dependents.

- 2) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.
- 3) To be eligible for the benefits of this section, the retirees must retire (1) on or after August 1, 1988, and (2) retire within 120 days of separation from the City payroll, and (3) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (4) be at least 35 years of age with a minimum of 15 years City service.
- 4) 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. If in the case of Medicare eligible, the retiree changes the number of dependents, the amount shall be reduced accordingly.
- 5) If a retiree qualifying for the benefits above is survived by a spouse who qualified as an annuitant (i.e., is continuing to receive a pension from the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.
- 6) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

C. Retiree Medical for Police Executive Management

- 1) The City will reimburse retiree medical premiums for employees retiring on or after January 1, 2007, based on the following chart, and not to exceed 100% of the Kaiser Permanente Region 1 for the applicable coverage:

Full-Time Years of Service	25+	20-24	<20
Premium*	100%	75%	65%

*Percentage of the Kaiser Permanente Region 1 rate for the applicable coverage for single, double, or more than two dependents.

For purposes of determining Years of Service for members of the bargaining unit, all prior service as a safety member of 1) the California Highway Patrol; 2) any California Sheriff's Department; 3) any California Municipal Police Department; and/or 4) the Bay Area Rapid Transit District Police Department shall count as Years of Service with the City of Richmond upon the member's completion of five (5) consecutive years of service from the member's date of hire with the Richmond Police Department.

- 2) Employees retiring on or after January 1, 1995, may receive the above percentage paid value 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. When a retiree has dropped health coverage, they may opt back into the PERS plan during the annual open period, and the City will resume payments towards premiums based on the above formulas.
- 3) The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in a medical program, with the exception that if the retiree goes from having dependents to having no dependents, the City's contribution will be decreased accordingly.
- 4) After the first year of this plan, and on each succeeding anniversary, the monthly payment to the retirees in this section shall be reduced by \$1.00 monthly. The total reduction shall not exceed \$20.00, after which time there will be no additional deductions.
- 5) When an employee becomes eligible for Medicare, the City shall pay the above percentages not to exceed the second highest PERS health plans, that bargaining unit members are eligible for, Medicare 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.
- 6) 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 the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.
- 7) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.
- 8) Surviving Spouse and Children of Police Executives – The City agrees to continue payment for health and welfare benefits for the surviving spouse of an officer killed in the line of duty and for the surviving children of such officer until each reaches the maximum age permitted by policy limitations.

D. Retiree Medical Benefit Conditions

The reimbursements set forth in this **Section 7.9** – City's Supplemental Retiree Health Insurance Contribution to Retirees shall be made monthly from the date of the first CalPERS pension check until the retiree ceases to participate in the CalPERS Medical program. If the retiree fails to report any of the changes in status (e.g., number of dependents enrolled; Medicare eligibility for self or dependent(s)) to the City within 30 days of their occurrence, the retiree shall be liable for refunding the excess amounts reimbursed by the City.

E. Retiree Medical Benefit Survivors

If a retiree qualifying for benefits above is survived by a spouse or registered domestic partner who qualifies as an annuitant (i.e., is continuing to receive a pension from CalPERS) the annuitant shall receive all the benefits described above if allowed by CalPERS rules. The annuitant will be subject to the same administrative procedures applicable to retirees.

7.11 Dental Plan

Employees are eligible for dental insurance coverage for the employee and eligible dependents

beginning first of the month following date of hire. The City shall contribute the full premium toward group dental plan benefits for employees and dependents \$2,000 lifetime maximum for orthodontics per person. The maximum dental benefit (except for orthodontics) is \$1,700 per year for PPO in-network dentist and \$1,500 per year for an out-of-network dentist.

Employees may utilize the dentist of their choice to obtain dental care in the "PPO Network as specified in the Delta Dental Benefit Highlights. The City's dental plan includes additional information regarding benefits.

7.12 Vision Plan

Employees are eligible for vision insurance coverage for the employee and eligible dependents beginning first of the month following date of hire. The City shall contribute the full premium for a no deductible group vision plan providing for well-vision exams and/or new lenses every twelve months and new frames every twenty-four months. The City's vision plan includes additional information regarding benefits.

7.13 Life Insurance

Employees are eligible for life insurance coverage for the employee beginning first of the month following date of hire the City shall contribute the full premium toward group life insurance program providing for term life insurance equal to two times the employees' annual salary to a maximum of \$250,000.

7.14 Disability Insurance

Employees are eligible for disability insurance coverage for the employee beginning first of the month following date of hire. The City shall contribute the full premium toward disability insurance which, generally speaking, provides benefits of sixty percent (60%) of the employee's pre-disability earnings, reduced by deductible income, after a thirty (30) day waiting period and benefits do not extend beyond age 65 for disability caused by accident and for a period not to extend five (5) years for disabilities caused by illness, whichever is lesser. The above coverage is subject to any terms and limitations of the agreement with the insurance carrier.

7.15 Employee Assistance Program

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 types of problems.

The EAP shall provide preventive materials and training as well as individual diagnosis, counseling, and crisis intervention. The City will contract with an Employee Assistance Program to provide up to five counseling visits without cost to the employee, per fiscal year.

A. Eligibility

The EAP is available to all bargaining unit employees and their families.

B. 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 shall be reserved to the individual employee, but management may refer employees to the program.

C. 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 employee.

D. 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.

E. Report and Evaluation

At least once every calendar year, the parties shall conduct a joint review of the EAP to evaluate utilization and potential areas of improvement.

F. 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.

7.16 Allowances

A. Professional Development Package

Upon the submission of appropriate documentation to the City, employees represented by the Union shall be entitled to receive up to \$750 per fiscal year for personal and professional development, to include computer hardware or software and health-related items (e.g., club dues or athletic equipment). Effective the first full pay period after Council approves this MOU, an additional \$500 reimbursement is available for employees represented by the Union to use in the 2025/2026 fiscal year. Effective July 1, 2026, employees represented by the Union shall be entitled to receive up to \$1,250 per fiscal year. Any amounts not used by the end of the fiscal year, (June 30) shall not be carried to the succeeding fiscal year.

B. Relocation

When an employee moves at least fifty (50) miles from their previous residence in order to accept a new position covered by this agreement, the employee shall be reimbursed up to \$5,000 for reasonable moving expenses upon submission of receipts documenting the expenses incurred.

7.17 Certifications

The City will reimburse each employee in an attorney or professional engineering classification the cost of professional registration and licensing certificates.

A. The City will reimburse expenses related to required certifications such as for attorneys and professional engineers including annual professional association dues. Professional associations for which this contribution will be made must be approved in advance by the department director.

B. The City Manager may approve payment of dues, membership, conference fees and travel, expenses related to the employee's professional and industry standing and where such activities serve to benefit the City.

- C. Upon approval of the employee's department director, the City will pay for the employee's professional association membership.

7.18 Safety Shoes and Uniform Allowance

- A. City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety shoes. Parties agree that such reimbursement shall be related to those classes of employees who have need of safety shoes in the performance of their duties. Parties further agree that evidence of purchase must accompany requests for such reimbursement. Employees to whom the City provides safety shoe reimbursement shall be required to wear them in the course of their work.
- B. Public safety employees responsible for supplying and/or maintaining their own uniforms shall receive an annual allowance of eight hundred dollars (\$800). In the event this amount is increased for Fire or Police employees this amount shall be increased to match the amount received.

7.19 Deferred Compensation

- A. A Deferred Compensation Program as established by the City Council is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.
- B. The City shall contribute an amount equal to 2.0% of each bargaining unit employee's semi-monthly base salary into their 401(a) deferred compensation account each pay period.

7.20 Longevity Pay

An employee who has completed five years of service at the City will receive longevity pay in the amount of 2.0% of base salary effective the first full pay period following their fifth anniversary date.

An employee who has completed ten years of service at the City will receive an additional longevity pay in the amount of 2.5% of base salary effective the first full pay period following their tenth anniversary date, increasing their total longevity pay to 4.5%.

An employee who has completed twenty years of service at the City will receive an additional longevity pay in the amount of 4.5% of base salary effective the first full pay period following their twentieth anniversary date, increasing their total longevity pay to 9.0%.

SECTION 8 – LEAVES

8.1 Leaves of Absence Without Pay

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

- A. At the City Manager's sole discretion, they may approve a sabbatical for up to one year for employees represented by the Union to encourage professional or personal development for an employee with six or more years of City service. Union and the City agree that the City shall only provide medical, dental and vision benefits during the sabbatical. Sabbatical is not a right but a privilege and is not an expected benefit for every employee.
- B. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
 - 1) They make written request of their Department, or for department directors to the City

Manager, stating the reasons;

- 2) The department director or City Manager recommends it;
 - 3) The Director of Human Resources 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 their department director, or for a department director by the City Manager.
- D. Failure on the part of an employee to report promptly at the expiration of their leave may be considered a cause for disciplinary action or discharge.
- 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 their 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. This computation applies only to the anniversary date for determination of vacation leave accrual. In the case of the employee anniversary date for impending lay-off, all time taken as a leave of absence without pay will be subtracted, in establishing the anniversary date.
- F. The City Manager, upon recommendation of the department director and the Director of Human Resources, shall have the authority to grant leaves of absence with pay. 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 (2) calendar weeks, it shall require specific approval of the City Council.
- G. All employees are expected to be at work each day or inform their supervisor of each day they will be absent. An unexcused absence of three consecutive days or more shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. 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. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.
- H. If the employee or an authorized representative of the employee contacts the City Director of Human Resources within 15 calendar days of the date of resignation requesting reinstatement, the City will, on a case-by-case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee within 15 working days. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

8.2 Bereavement Leave

Employees shall be eligible for the Bereavement Leave under the provisions specified below. Use of leave under this Section runs concurrently with leave under Administrative Policy 313.

- A. Upon the death of an employee's family member as that term is defined in this section the employee shall have a right to take up to five (5) days of Bereavement Leave for each such death. The days of Bereavement Leave need not be consecutive. The Bereavement Leave

shall be completed within three (3) months of the date of the death of the family member.

- B. Up to four (4) workdays of Bereavement Leave shall be paid. The remainder of the five days of Bereavement Leave shall be unpaid, except that an employee may use vacation, sick leave, administrative leave, or other paid leave that is otherwise available to the employee.
- C. Usage of the foregoing provisions of this section shall be subject to the approval of the department director, City Manager or designee, or their fully authorized representative.
- D. One (1) day of paid Bereavement Leave is available to attend services for relatives not meeting the definition of "family member" as defined in this section. These would include nieces, nephews, and cousins.
- E. "Family Member" for purposes of this section is defined as spouse, child, stepchild, parent, stepparent, guardian, grandparent, grandchild, uncle, aunt, sibling, step-sibling, parent-in-law, sibling-in-law, minors living as a member of the family, and registered domestic partners.
- F. Absence by eligible employees due to the death of persons other than those specified in this Section shall be either in no-pay status or as vacation, administrative leave, or other paid leave that is otherwise available to the employee, except sick leave, in amounts as needed.

8.3 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. Payment for Unused Sick Leave (Annual)

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. Employees shall express their preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, their 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.

C. 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 the provisions of Section 20862.8 of the California Government Code.

- D. New Executives who are appointed from another public agency, into a classification represented by IFPTE, Local 21 shall be able to transfer fifty percent (50%) of their accrued sick leave balance with that agency, not to exceed two hundred (200) hours.

E. General Provisions

Each eligible employee may use sick leave to care for a member of their immediate household (e.g., spouse, child, and registered domestic partner) and for a parent living outside the home who is incapacitated through illness or injury. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be 10 working days. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions. Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.

F. A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or department director and at such time thereafter during the same sick leave as the City Manager or department director shall deem necessary. In any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.

G. Each department director is responsible for ensuring that these sick leave provisions are neither abused nor misused. This requirement shall include, but is not limited to, maintenance of simple, accurate written records, which are subject to audit.

H. Sick leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee's sick leave.

I. Sick Leave Cash Out at Separation (Public Safety Only)

Fire safety management employees represented under this collective bargaining agreement who retire from City service shall be entitled to receive pay for their accumulated sick leave at the same rate and terms afforded to fire management employees represented by the Richmond Fire Management Association.

Police safety management employees represented under this collective bargaining agreement who retire or separate in good standing from City service shall be entitled to receive pay for their accumulated sick leave, at the same rate and terms afforded to police management employees represented by the Richmond Police Management Association.

8.4 Parental Leave

In the event of a birth or adoption of a child, parental leave is available as follows:

A. All parents, birth or adoptive, shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted to the birth parent with appropriate medical documentation. During this leave the City will continue to pay the premium for the CalPERS medical and cafeteria 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 parents granted a leave of absence as described above, shall receive four weeks of paid leave as part of their parental leave.

8.5 Family and Medical Care Leave

The City provides family and medical care leave pursuant to State and Federal law. For reference, City Administrative Policy 315 addressing family and medical care leave (as of the effective date of this MOU) is attached to this MOU as **Attachment C**.

8.6 Jury Duty

- A. A City employee ordered to jury duty during the employee's regularly scheduled work hours shall be entitled to their regular City pay during actual jury services. The following shall apply:
- 1) 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.
 - 2) All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
 - 3) 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.
 - 4) Such leave may be based upon, but is not limited to, coroner, superior court, and federal jury duty.
 - 5) Each employee shall expeditiously report their 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.

8.7 Military Leave

- A. 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 director 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 (including annual reserve training), the City will pay the difference between the employee's City pay and their extended active duty pay for a period of up to twelve months, if the employee's City pay is higher than the military pay. If the employee applies to the Public Employee Retirement System for CalPERS 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 months.
- B. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer, or other action not related to military leave.
- C. This section, Military Leave, shall not apply to any employee in a class covered by this memorandum of understanding, who was a City employee on July 1, 1981, and as of that date, was an active member of a reserve military unit.

8.8 Vacation Leave

A. Rate at Which Vacation Leave Shall Accrue for Full-Time Employees

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual when the employee has worked at least half of the workday.

B. The authorized annual vacation leave accrual for employees shall be:

<u>Working Days</u>	<u>Years of Service</u>
10	1-3
15	4-10
20	11-15
25	16-30
30	30+

C. Other Limitations on Vacation Leave and Accumulation of Vacation Leave:

At any time during the year when four (4) vacation periods are accrued, the employee will cease earning vacation until the employee has utilized vacation and their balance has fallen below the maximum accrual, shown below. Each time the four-year maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the four annual vacation period accrual limit.

<u>Maximum Accrual</u>	<u>Years of Service</u>
40 working days	1-3
60 working days	4-10
80 working days	11-15
100 working days	16-30
120 working days	30+

D. One-time Vacation Credit

The City Manager may authorize newly appointed executive employees with a one-time credit not to exceed eighty (80) hours upon hire date, eligible to use at time of hire. However, if the new executive employee separates from City service prior to the completion of twenty-four months of service, the balance of credited vacation hours from this section shall be forfeited. An employee who receives a one-time vacation credit may not use more than ten (10) days of vacation leave in their first twelve consecutive months of employment at the City.

E. Effects of Holidays and Vacation Leave

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

The provisions of this section shall not apply to the incumbents of those positions in which holidays, due to the necessity of public health and safety, are normal working days.

F. Effect of Extending 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.

G. Vacation Amounts at Termination of Active Employment

Following termination of active employment from whatever cause, the City shall pay to the employee or the estate such vacation as was due to the employee at termination, subject to the limitations set forth in Sections D above and I below.

H. Reinstatement

Upon reinstatement or reemployment to the Classified Service, an employee's anniversary

date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.

I. Credit for Prior Employment

The City Manager or designee may grant executive employees newly-hired by the City the accrual rate for vacation commensurate with the employee's total combined public sector service, or other relevant private sector experience on a case-by-case basis at the discretion of the City Manager or designee. If the newly appointed employee separates from service prior to the completion of twenty-four months of service, vacation earned based on credited prior employment shall be forfeited. An employee who receives a higher accrual rate under this section may not use more than ten (10) days of vacation leave in his or her first twelve consecutive months of employment at the City.

J. Sell-Back

Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to twenty (20) workdays of accumulated vacation time per calendar year. Employees must irrevocably elect to sell back such leave by submitting a form provided by the City no later than November 15 in the year prior to the sell back, consistent with Internal Revenue Service (IRS) Constructive Receipt rules. Payment of sold vacation time shall be made on the second payroll in December of the year following the election.

8.9 Injury Leave Payments

- A. Any City employee, who is unable to work because of bodily injury or illness which occurs while they are acting within the course and scope of their employment, shall be paid their full salary up to a maximum of twenty-six (26) weeks, over a period not to exceed eighteen (18) months, from the date of injury, subject, however, to the following conditions:
- B. If any employee exhausts their twenty-six (26) weeks of full pay as described above, and continues to be temporarily disabled, they 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. They 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 Workers' Compensation Appeals Board.
- F. When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that they are a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of their 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 their rights are being

violated due to their disability may file an internal complaint through the Human Resources Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.

- 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 their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. They may, with the approval of the department director, use vacation time, if needed. If a claim is delayed for any reason and the employee is disabled, they may use sick leave until there is a decision on whether the disability is work related.
- I. An employee absent from duty on paid injury leave under this **Section 8.9** 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.
- J. An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of their 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 their choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources 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.

8.10 Court Appearances

- A. 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.
- B. 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.

8.11 Administrative Leave

- A. Employees represented by the Union shall be eligible to receive twelve (12) days of Administrative Leave each Fiscal Year. Administrative Leave must be used in full day increments and may not be cashed out or carried over the following year.
- B. Administrative Leave will be available after six months employment pro-rated for newly hired employees who have worked less than a full fiscal year. Administrative Leave will be pro-rated for those employees, but it still must be used in full day increments. After six months

employment the employee will be credited with three days Administrative Leave and will receive one additional day for each remaining three months of the fiscal year they work.

8.12 Holidays

- A. All regular, full-time classified employees shall be allowed a fully paid leave of absence on the following named holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
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 Holiday	Fourth Thursday in November
Day following Thanksgiving	the Friday following Thanksgiving
Christmas Day	December 25

- B. In addition to the holidays listed in the preceding paragraph, each employee shall be granted six (6) days of paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department director. Said holidays 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.
- C. 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.

SECTION 9 – RETIREMENT SYSTEM

- A. The City will maintain its contract with the California Public Employees' Retirement System (CalPERS) and the benefits currently provided there under. Any disputes between this **Section 9**, Retirement System, and CalPERS are not subject to the grievance procedures in this MOU and CalPERS' interpretation, application, governance (et cetera) of said dispute shall apply.

B. PEPRA Basic Retirement Formula

For employees required by law to participate in the Public Employees' Pension Reform Act of 2013 ("PEPRA") PEPRA tier, the PEPRA established a miscellaneous pension formula of two percent (2%) of pensionable compensation for each of qualifying service at the normal retirement age of sixty-two (62) years. For purposes of this formula, CalPERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

C. Pre-PEPRA 2.7% at Age 55 Formula Tier

The City contracts with CalPERS to provide miscellaneous retirement (2.7% @ age 55) for non-safety employees in the bargaining unit who are not required by law to participate in the PEPRA Tier. This pension formula of two and seven-tenths percent (2.7%) of pensionable compensation for each year of qualifying service at the normal retirement age of fifty-five (55) years. For purposes of this formula, CalPERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

D. CalPERS Pension Formula for Safety Management Employees

Fire safety management employees represented under this collective bargaining agreement shall participate in the same PEPRA Tier or non-PEPRA Tier retirement formula, including any CalPERS retirement contract amendments, as fire management employees represented by the Richmond Fire Management Association.

Police safety management employees represented under this collective bargaining agreement shall participate in the same PEPRA Tier or non-PEPRA Tier retirement formula, including any CalPERS retirement contract amendments, as police management employees represented by the Richmond Police Management Association.

E. Employee Contributions toward CalPERS Retirement Benefits

All members of a PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of this PEPRA Tier, as determined from time to time by CalPERS.

All members of a non-PEPRA Tier pension formula will contribute the applicable CalPERS member contribution as established by statute and administered by CalPERS.

F. Pre-Tax Treatment of CalPERS Member Contributions

To the extent permitted by applicable law, employee contribution toward the employee's CalPERS contributions made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with Internal Revenue Code section 414(h)(2).

SECTION 10 – WORKING CONDITIONS

10.1 Meal Periods and Rest Periods

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.

10.2 Working Hours

A. 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.

B. To assist in the orderly administration of the City Government, the following definitions shall

be used:

- 1) The calendar week shall begin at 12:01 Sunday morning and shall end at 12:00 midnight Saturday.
 - 2) The "work week" shall be the normal, total working hours within the calendar week for each City employee.
 - 3) The "normal workday" for all regular, full-time employees shall be one fifth of the "work week" as established for the classification/department.
- C. 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, workdays which are different from those herein defined in this section.

10.3 Length of Work Week

City employees generally shall have the following work weeks:

- General government employees at the Civic Center 37.5 hours;
- All other City employees 40 hours.

10.4 Attendance

Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

SECTION 11 – PERSONNEL PROVISIONS

11.1 Severance Pay

- A. An employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days 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 reemployed by the City shall only be entitled to receive severance pay for those workdays during which the individual was not in employment status.
- B. An employee who is laid off due to reduction in force shall be entitled severance pay as follows: six (6) months salary continuation and six (6) months continuation of medical and related insurance at the level of City contribution agreed to in the Memorandum of Understanding.
- C. The City will meet with individual employees to attempt to reduce the impact of income tax liability resulting from severance payments.

11.2 Probationary Period

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the discretion of the Appointing Authority, and may be terminated any time by the Appointing Authority.

11.3 Resignation

- A. An employee wishing to leave employment in good standing shall file with their supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning.

- B. Once a written resignation is submitted to management, it can only be rescinded with the agreement of the City Manager; otherwise, it is automatically accepted.
- C. 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.

11.4 Transfer

- A. All vacancies shall be posted on appropriate bulletin boards for at least 14 calendar days so that present City employees may request transfer.
- B. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Department.

11.5 Reassignment

A department director shall have the right to reassign any employee from one position to any other position in the same or similar class in their department following notice to the employee and providing the opportunity to meet regarding the reassignment. In the best interests of the service and upon the recommendation of the Director of Human Resources, the City Manager may reassign an employee to any other department within the City whether or not they request it.

11.6 Nepotism

- A. In order to avoid real or perceived favoritism, no employee (permanent, temporary, or seasonal) may be in a direct or indirect supervisory position over a member of their immediate family nor may members of an immediate family report to the same supervisor. For purposes of this Section, "immediate family" includes husband, wife, children, registered domestic partner, parents, grandparents, grandchildren, brother, or sister.
- B. Where a work relationship as described in Section 11.6 Nepotism, paragraph A (above) exists, the City will act only if there is a "problem" created by the immediate family relationship. A "problem" is the existence of a real or perceived act(s) of favoritism, unusual treatment, conflict of interest, unequal supervision, or unacceptable work behavior due to or related to the immediate family relationship which is not in the best interests of the morale, safety, health, security, or effectiveness, as determined by the City Manager.
- C. In the event of a "problem", the City will make every effort to remedy the situation as internal transfer opportunities occur without financial hardship to the employee(s). After every effort to remedy the situation has been made and the problem continues unabated, this provision in no way expands, diminishes, or in any way changes, alters, or modifies the existing authority of the City Manager to correct the problem.

11.7 Personnel Files

Employees may inspect their personnel files in the Human Resources Department. An employee will be given a copy of any derogatory information placed in the personnel file.

SECTION 12 – GRIEVANCES, DISCIPLINARY ACTIONS, AND APPEALS

12.1 Grievance Procedure

A. Definition of a Grievance:

A grievance is an allegation by the Union or one or more employees that the City has violated the Memorandum of Understanding (MOU) concerning the interpretation, enforcement, or

application of a specific provision of this MOU.

B. Time Limits:

All days are calendar days. The employee and/or the Union must initiate a grievance within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee could have been aware of the problem. At each grievance procedure step, the City representatives shall have fourteen (14) days to respond to the grievance. The Union or employee shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step except in the case of moving the grievance to arbitration. These time limits may be extended by mutual agreement of the parties. Failure of the Union or employee to act within the specific time limits, unless mutually extended, shall dismiss, and nullify the grievance. Failure of the City to observe such time limits, unless mutually extended, shall cause the grievance to be moved to the next higher step.

C. Compensation Complaints:

All complaints involving or concerning the payment of compensation shall be initially filed in writing to the Director of Human Resources. Only complaints which allege that employee(s) are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the MOU which result from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than three (3) years from the date upon the grievance was filed.

D. Grievance Processing:

1. Step 1, Department Director:

An employee (or Union) who believes that they have a grievance shall discuss their complaint with the employee's department director. This meeting shall be held in an effort to resolve the grievance informally. The department director will have fourteen (14) days from the date of the informal discussion to respond to the filer of the grievance. If an agreement is reached to resolve the issue, the department director will confirm the outcome in writing.

If the grievant is the department director, the first level grievance shall be filed directly with the Director of Human Resources and the grievance procedure shall continue in accordance with the provisions of this section.

2. Step 2, Director of Human Resources:

If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.

3. Step 3, City Manager:

If the grievance is not resolved at Step 2, the grievant 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.

4. Step 4, Arbitration:

If the grievance remains unresolved, the Union may request arbitration no more than thirty (30) days following issuance of the Step 3 response. An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union (if the “winner” or the City if the Union is not the “winner”) shall strike the first name and the parties alternatively strike arbitrator names from the list until one name remains. (The process of moving up the names if the arbitrator is unavailable during the next ninety days shall continue until an arbitrator is timely available.) Any fees and expenses and of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

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 hearing. The arbitrator’s 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 the Memorandum of Understanding. Copies of the decision will be furnished to both parties. The Union and the City may, by mutual agreement, extend timelines described in this Arbitration section.

An 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 may issue no decision that would require either party to violate existing law. The Union and the City may, by mutual agreement, agree for the arbitrator to retain jurisdiction over issues of remedy.

12.2 Disciplinary Proceedings

Employees are disciplined or terminated as “at-will” employees and serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority. Employees do not have the right of appeal except as specifically provided below.

- A. Disciplinary actions subject to appeal are dismissal from employment, suspension without pay of greater than five (5) workdays, demotion to a classification with a lower maximum pay rate, or a reduction in pay greater than the employee’s base pay rate earnings over five (5) workdays.
- B. Discipline which is subject to appeal shall include the reason(s) for the disciplinary action.
- C. Disciplinary actions may be appealed in writing to the City Manager or designee within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The City Manager or designee shall have twenty-one (21) calendar days following receipt of the appeal to investigate the issues, meet with the employee and their representative (if the employee brings a representative) and attempt to reach a satisfactory resolution and issue a written decision.

If the City Manager assigns a designee to hear the disciplinary action appeal, then the designee shall be from a department which is different from which the employee is (and/or was) assigned.

The City Manager's or designee's disciplinary action appeal decision shall be final and binding and shall not be subject to any other appeal.

SECTION 13 – 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 June 30, 2028. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

SECTION 14 – RETROACTIVITY

All provisions of this Memorandum of Understanding are effective upon ratification by the City Council, unless specifically noted as being effective upon an earlier date.

SECTION 15 – MISCELLANEOUS PROVISIONS

15.1 Weingarten Rights

- A. The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any investigatory interview which may result in discipline. This entitlement is referred to as an employee's Weingarten Rights.
- B. The employee must request that a Union representative be called into the meeting.
- C. The employee must have a reasonable belief that discipline will result from the meeting.
- D. The employee has the right to know the subject of the meeting and the right to consult a Union representative prior to the meeting to get advice.
- E. The Union advises an employee not to refuse to attend a meeting if a steward is requested but denied. The Union suggests the employee attend the meeting and repeatedly insist upon the right to have a Union representative present. If this fails, the Union suggests that the employee not answer any questions and take notes.

15.2 Catastrophic Leave

The City's Catastrophic Leave policy is attached hereto as **Attachment B**.

15.3 Meeting on Compaction for Safety Members

Within 60 days of City Council approval of all public safety units' successor MOUs, City and Union shall meet to discuss salary compaction issues impacting public safety executive unit positions. Union shall be responsible for identifying all salary compaction issues the union believes exist and shall provide the City with evidence of said compaction concerns prior to the meeting. One meeting shall satisfy the requirements of this section. However, the parties may schedule subsequent meetings if mutually agreed upon.

SECTION 16 – SEVERABILITY OF PROVISIONS

In the event one or more provisions of this Memorandum of Understanding are declared by a Court or administrative body 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.

SECTION 17 – REPRESENTATION RIGHTS

17.1 Specific Limitations on Representation Rights

- A. **Maximum of Four Designated.** The City may, at its discretion, designate up to three members of the above classes to actively assist the City during collective bargaining. Any individuals so designated shall be placed on "restricted status" during the period of "active" collective bargaining. Individuals may be designated to actively assist the City in the following units: (1) general employees (SEIU Local 1021); (2) fire employees (Local 188 and fire management); and (3) police employees (RPOA and police management). Only one individual shall be actively assigned per unit, although one individual may be assigned to actively assist in all management negotiations. No Union member shall be actively assigned to assist the City in this unit's negotiations. If police and police management, or fire and fire management, are open simultaneously, only one of this unit's managers will be responsible for active assistance in fire or police as the case may be.
- B. **Definition of Active Assistance.** In order to be considered "actively assisting" the City during collective bargaining, said individual must be present during collective bargaining, or have direct knowledge of strategies and planning in regard to the assigned collective bargaining. The period of "active participation" shall commence no sooner than 60 days prior to the commencement of formal negotiations and shall terminate upon finalization of negotiations between the City and the bargaining unit.
- C. **Nature of the Restriction.** Any individuals who are in "restricted status" shall be excluded from any meetings or deliberations of the Union, its officers, agents, employees, or members, which cover the topics of collective bargaining. In addition, confidential information acquired from collective bargaining shall not be disclosed to the Union, its officers, agents, employees, or members by said individuals.
- D. **Definition of Collective Bargaining.** Collective bargaining, as defined herein, applies to formal contract negotiations, mid-contract term re-opener negotiations, or other mid-contract term negotiations provided said restricted employee' is present during the negotiations, is actively assisting City negotiators or has direct knowledge of strategies and planning in regard to the assigned negotiations.
- E. **Grievances and Discipline (Human Resources Staff).** Union members of the Human Resources Department will not serve as Union representatives in grievance or disciplinary actions brought by this unit's members.

17.2 Disqualification of Union Members Working as Department Directors, Assistant Department Directors, and Members Participating on City Bargaining Teams

- A. **Grievances and Discipline.** Members of the Union who are employed as department directors or assistant department directors shall be restricted from representing unit members in grievance proceedings in the department director or assistant department director's department.
- B. **Negotiations.** Members of the Union who participate in City negotiations with other units and who acquire direct knowledge of City strategies and planning in those negotiations are considered "restricted members" and shall keep said information confidential from the Union.

17.3 Violation of This Article

- A. Should the City determine that it believes the Union, or any restricted member or assistant department director, has violated this Article, then the City shall provide the Union with written notice of the suspected violation. If the Union believes that the City has violated any provision of this Article, then the Union shall provide the City with written notice of the suspected violation.
- B. Any dispute arising out of the interpretation or application of this Article shall be subject to the "meet and confer" provisions of the Meyers-Milias-Brown Act. If the dispute is not resolved by meeting and conferring, then either party may, upon written notice to the other request outside mediation through the California State Mediation and Conciliation Service.
- C. If the City suspects any member of the Union who is a "restricted member" as defined by this Article, a department director, or an assistant department director, has violated the restrictions of this Article, then the City is empowered to initiate disciplinary action against the member. Resolution of any such disciplinary action shall be subject to the appeal procedures of this Memorandum of Understanding.

SECTION 18 – TERM OF AGREEMENT

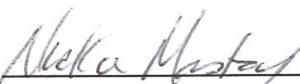
This Agreement shall become effective July 1, 2025, and shall continue in effect through June 30, 2028.

The following members of the respective negotiating teams hereby acknowledge by their signatures that the above terms and conditions of employment resulted from meeting and conferring under the Meyers-Milias-Brown act.

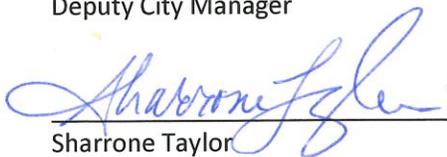
For the City:



 Lisa Charbonneau
 Chief Negotiator



 Nickie Mastay
 Deputy City Manager



 Sharrone Taylor
 Director of Human Resources



 Catherine Selkirk
 Human Resources Manager

For the Union:



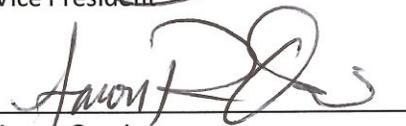
 Lina Velasco
 President



 Sean Stalbaum
 IFPTE, Local 21



 Timothy Simmons
 Vice President



 Aaron Osorio
 Bargaining Team Member



 Mary Phelps
 Bargaining Team Member

ATTACHMENT A
Classifications and Salaries

City of Richmond
IFPTE Local 21 Executive Management Employees
Monthly Payroll Schedule
Effective as of June 30, 2025

Classification	Range	Minimum	Maximum
Administrative Chief	E2	\$15,621.96	\$19,527.98
Administrative Services Director	E2	\$15,621.96	\$19,527.98
Assistant City Attorney	EC	\$13,632.38	\$16,628.14
Assistant Deputy Director of Public Works	EC	\$13,632.38	\$16,628.14
Assistant Police Chief	E4	\$19,790.84	\$24,738.52
Chief Innovation Officer	EB	\$12,350.98	\$15,012.66
City Clerk	E2	\$15,621.96	\$19,527.98
Community Engagement Manager	2.1	\$9,361.72	\$14,902.10
Confidential Investigator	E2	\$15,621.96	\$19,527.98
Deputy City Attorney	EB	\$12,350.98	\$15,012.66
Deputy City Manager	E5	\$20,780.42	\$25,975.46
Deputy Dir Com Services - Employment & Training	E2	\$15,621.96	\$19,527.98
Deputy Dir Com Services - Library	E2	\$15,621.96	\$19,527.98
Deputy Dir Com Services - ONS	E2	\$15,621.96	\$19,527.98
Deputy Dir Com Services - Recreation	E2	\$15,621.96	\$19,527.98
Deputy Director Of Finance	E2	\$15,621.96	\$19,527.98
Deputy Director of Public Works City Engineer	E2	\$15,621.96	\$19,527.98
Deputy Dir Public Works Operations & Maintenance	E2	\$15,621.96	\$19,527.98
Deputy Director Rent Program	E2	\$15,621.96	\$19,527.98
Deputy Fire Chief	E4	\$19,790.84	\$24,738.52
Deputy Police Chief	E2	\$15,621.96	\$19,527.98
Development Serv Dir/WRR City Engineer	E2	\$15,621.96	\$19,527.98
Director of Community Development	E4	\$19,790.84	\$24,738.52
Director of Community Services	E3	\$17,496.64	\$21,870.82
Director of Economic Development	E3	\$17,496.64	\$21,870.82
Director of Finance	E3	\$17,496.64	\$21,870.82
Director of Information Technology	E3	\$17,496.64	\$21,870.82
Director of Public Works	E3	\$17,496.64	\$21,870.82
Executive Dir of Housing Authority	E2	\$15,621.96	\$19,527.98
Executive Director Rent Program	E2	\$15,621.96	\$19,527.98
Fire Chief	E5	\$20,780.42	\$25,975.46
General Counsel Rent Program	5.1	\$12,419.00	\$19,769.92
Hearing Examiner Rent Program	EC	\$13,632.38	\$16,628.14
Planning Manager	4.1	\$11,512.58	\$18,325.20
Police Chief	E5	\$20,780.42	\$25,975.46
Port Director	5.1	\$12,419.00	\$19,769.92

Project Manager I	EB	\$12,350.98	\$15,012.66
Project Manager II	EC	\$13,632.38	\$16,628.14
Project Manager III	ED	\$15,063.78	\$18,310.14
Risk Manager	ED	\$15,063.78	\$18,310.14
Senior Assistant City Attorney	E3	\$17,496.64	\$21,870.82
Staff Attorney Rent Program	EC	\$13,632.38	\$16,628.14
Water Resource Division Manager	EC	\$13,632.38	\$16,628.14

ATTACHMENT B
SUMMARY OF CATASTROPHIC LEAVE POLICY, IMPLEMENTED BY
RESOLUTION NO. 159-92

1. In order to be eligible, an employee must be suffering from a severe illness or injury expected to incapacitate the employee for an extended period of time, or a similar illness or injury to spouse, dependent minor child, or parent. Employee has to have one-year paid status and have exhausted all sick leave*, vacation, and compensatory leave. Cannot be used in conjunction with Workers' Compensation or Long-Term Disability benefits.
2. Employee's department director must recommend leave to City Manager for their approval. Initial approval is for 327 hours, additional hours may be approved.
3. Other employees may donate in hourly increments from their vacation balances. In order to donate, the employee must be able to maintain at least a 37.5-hour vacation balance for him/herself.
4. Once approved, the employee's department director, or designee, should circulate a memo to interested parties letting them know of the need for catastrophic leave. The back side of the memo should include the form an employee donor can fill out and submit to Finance.

* impossible to exhaust all sick leave on family member, as MOUs and ordinances limit the number of hours that can be used.

ATTACHMENT C

Current City Administrative Policy 315 "Family, Medical, and Pregnancy Leave"

Last revised April 2, 2025

I. Purpose

To define the City of Richmond's policy and procedure with regard to family, medical, military caregiver, and pregnancy disability leave in accordance with State and Federal laws including Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and pregnancy disability leave provisions of the California Fair Employment and Housing Act (FEHA).

II. Definitions

CFRA: The California Family Rights Act. The California-specific law that provides certain employees with up to twelve (12) weeks of unpaid, job-protected leave per year.

Child:

1. Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is "incapable of self-care" if they require active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
2. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

Covered Active Duty: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

Covered Service Member: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Designated Person: means any individual related by blood or whose association with the

employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

Domestic Partner: is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

Family member: (1) for FMLA leave means an employee's child, parent, and spouse; (2) for CFRA leave means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.

FMLA: The Family and Medical Leave Act. The federal law that provides certain employees with up to 12 weeks of unpaid, job-protected leave per year.

Grandchild: means a child of the employee's child.

Grandparent: means a parent of the employee's parent.

Health Care Provider: means any of the following:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
2. An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
3. A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
4. A nurse practitioner or nurse-midwife or a clinical social worker who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
5. A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

Military Caregiver Leave: Leave related to a seriously injured or ill servicemember or veteran under the FMLA/CFRA.

Next of Kin of a Covered Service Member: means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

Outpatient Status: means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent: means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

Parent-in-law: means the parent of a spouse or domestic partner of the employee.

PDL: Pregnancy Disability Leave. California protected leave for employees disabled by pregnancy, childbirth, or a related medical condition.

Qualifying Exigency: Leave related to the deployment of a military member under FMLA/CFRA.

Serious Health Condition: means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a

provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

3. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave.
4. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
6. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Serious Injury or Illness: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the

line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Sibling: means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

Spouse: means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined.

Single Rolling 12-Month Period: means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. Also known as the rolling backward method, each time an employee takes FMLA leave, the remaining leave entitlement is any balance of the 12 weeks which has not been used during the previous 12-Month Period.

III. Policy

The City provides family and medical care leave (including military caregiver and pregnancy disability leave) for eligible employees as required by federal and state law.

Employees who misuse or abuse these leaves may be disciplined, up to and including termination. Employees who fraudulently obtain or use CFRA/FMLA/PDL are not protected by those laws' job restoration or maintenance of health benefits provisions.

IV. Eligibility and Entitlement

A. Family and Medical Leave

Eligible employees are entitled to an unpaid FMLA/CFRA leave of absence of up to twelve (12) work weeks in a single rolling 12-month period, for one (1) or more of the following reasons:

1. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position;
2. The birth of the employee's child or to care for the employee's newborn;
3. The placement of a child with an employee in connection with the adoption or foster care of a child. Foster care must be by a formal agreement between the foster parent and the State, County, or licensed foster care placement agency;
4. Leave to care for a child, parent, or spouse who has a serious health condition;
 - a. CFRA expands this leave to permit to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or any Designated Person, who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
5. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation;

- a. CFRA expands this leave to employee's domestic partner who is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

An employee is eligible for FMLA/CFRA leave if the employee has been employed by the City for at least twelve (12) months; **and** the employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Military Caregiver Leave

Military caregiver leave is covered by FMLA. Eligible employees who are the spouse, son, daughter, parent, or "next of kin" of a covered service member of the U.S. Armed Forces shall be entitled to a combined total of twenty-six (26) weeks of unpaid leave to care for the servicemember who has a serious injury or illness: incurred in the line of duty while on active military duty; or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to twenty-six (26) weeks of unpaid leave during a single 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

The first twelve (12) weeks may run concurrently with CFRA if the family member is covered under both CFRA and FMLA.

C. Pregnancy Disability Leave

All employees, regardless of the length of service, are entitled to take an unpaid Pregnancy Disability Leave (PDL) of up to four (4) months during the period of time that their health care provider determines they are actually disabled by pregnancy, childbirth or a related medical condition. PDL may be taken before and after birth during any period of time the employee is physically unable to work because of the pregnancy or pregnancy-related condition. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition.

PDL may be used up to the number of hours the employee would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 37.5 hours per week, "four months" means 650 hours of leave entitlement, based on 37.5 hour per week times 17 1/3 weeks. An employee who works less than full-time will receive a pro rata or proportional amount of leave.

PDL may be taken consecutively or intermittently. All leave taken in connection with a specific pregnancy counts toward computing the four-month period. PDL may be modified as an employee's changing medical condition dictates.

[An employee affected by pregnancy, childbirth, or related medical condition may request a reasonable accommodation (for example, an adjustment or change to the work environment). Refer to AP 316 for information on reasonable accommodations.]

D. Child Bonding

While PDL provides protected leave to eligible employees disabled by pregnancy, the CFRA separately provides protected leave to eligible employees to bond with a new child. CFRA provides eligible employees up to twelve (12) weeks within one (1) year of the child's birth, adoption, or start of foster care for child bonding. Both parents are entitled to bonding leave. If both married parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

1. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to twelve (12) workweeks during any 12-month period; and
2. Each married parent is entitled to take twelve (12) workweeks of CFRA leave during any 12-month period.

As outlined in the applicable Memorandum of Understanding, all full-time employees granted a leave of absence as described above, shall receive four (4) weeks of paid parental leave.

Intermittent Leave or Reduced Leave Schedule

If an employee requests to use leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

V. Minimum Duration of Leave

- A. Birth, Adoption, Foster care Placement of Child: If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.
- B. Serious Health Condition: If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling or the employee themselves with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

VI. Compensation and Use of Concurrent Paid and Other Leaves

Leave under FMLA, CFRA, and PDL are unpaid. In addition to any paid leaves provided under an applicable Memorandum of Understanding, employees must use all paid accrued leaves

concurrently with family and medical care leaves as described below.

A. Use of Accrued Paid Leave

To remain in paid status, an employee who has been granted leave under this policy must concurrently use and exhaust all available and accrued paid leave in the following order:

- Employee's own serious health condition: First sick leave, then vacation leave, then any and all other accrued paid time off.
- Serious health condition of a family member: Employee may elect to use sick leave. If an employee does not elect to use sick leave, the employee *must* use vacation leave, followed by any and all other accrued paid time off other than sick leave.
- Birth of a child, to care for the newborn child, and/or for placement with the employee of a son or daughter for adoption or foster care: First vacation leave, then any and all other accrued paid time off other than sick leave. Thereafter, the employee may elect to use sick leave.
- Qualifying Exigency: Vacation leave, then any and all other accrued paid time off other than sick leave.
- Caring for a covered service member: Employee may elect to use sick leave. If employee does not elect to use sick leave, the employee *must* use vacation leave, followed by any and all other accrued paid time off other than sick leave.
- Pregnancy Disability: First sick leave must be used and exhausted. Thereafter, the employee may elect to use vacation leave or any other accrued paid time off.

Exception: Employees are not required to use accrued paid time off during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.

Any leave used under this policy, where paid leave is also concurrently used, shall count toward the cap on leave entitlements.

If an employee requests to utilize accrued vacation leave or accrued paid time off without reference to a FMLA/CFRA/PDL qualifying purpose, the City may not ask the employee if the leave is for a qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA/PDL qualifying purpose, the City may require the employee to exhaust accrued leave as described above.

B. Paid vs. Unpaid Leave

An employee on paid leave will continue to accrue sick leave and vacation leave at their normal rate. An employee on unpaid leave will not accrue leave.

C. Concurrent Leaves

Unless otherwise provided by law, if an employee takes a leave of absence for any purpose which also qualifies under the FMLA and CFRA, the City will designate that leave as running concurrently with the employee's 12-week FMLA and/or CFRA leave entitlement. The only exception is for peace officers and firefighters who are on paid industrial injury leave.

Military: FMLA leave taken due to a qualifying exigency will not run concurrently with leave under the CFRA. However, military caregiver leave taken to care for a family member or next of kin who is a covered service member will run concurrently with leave under the CFRA, unless the covered service member is a next of kin that is not considered a family member under the CFRA.

Pregnancy: FMLA will run concurrently with PDL. CFRA will not run concurrently with PDL.

Temporary Disability: A leave of absence taken pursuant to Workers' Compensation Law or a temporary disability benefit plan (State Disability Insurance or other) shall also be counted, to the extent that such leave of absence qualifies, as family and medical leave or pregnancy disability leave under this policy and related law. FMLA leave does not run concurrent with leave taken for peace officers and firefighters under Labor Code Section 4850.

VII. Benefits While on Leave

Whether the employee uses accruals to remain in paid status or is on unpaid leave pursuant to the leaves in this policy, the City will continue to provide any group health insurance coverage that was provided to the employee before the leave, under the same terms and conditions as if the employee continued actively working during the period for up to twelve (12) weeks for FMLA/CFRA leave (up to 26 weeks for military caregiver leave).

If the employee is disabled by pregnancy, coverage will continue up to four (4) months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain their coverage while they are disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks). For a full-time employee who works 37.5 hours per week, "four months" means 650 hours of leave entitlement, based on 37.5 hour per week times 17 1/3 weeks. An employee who works less than full-time will receive a pro rata or proportional amount of leave.

The employee will continue to be responsible for the employee share of medical coverage, if applicable. Failure to do so may result in loss of coverage. The City will cease to maintain the employee's health coverage if an employee's premium payment is more than thirty (30) days late. The City will notify the employee fifteen (15) days before coverage will cease. The employee is responsible for all health care coverage costs for absences or time away from work exceeding the leave entitlements of this policy.

While on unpaid leave pursuant to this policy, employees will continue to be covered by the City's benefits plans that are not part of its group health plan (e.g., life, short-term, or long-term disability insurance, retirement and pension plans) for up to twelve (12) weeks each leave year to the same extent that coverage is provided while the employee is on the job.

If the employee fails to return to work after their leave entitlement has been exhausted or expires, the City will have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, reoccurrence, or onset of a serious health condition of the employee or their family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

Seniority: An employee retains employee status during any leave, herein, and is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. An employee's hire date and service date will not be adjusted as a result of leave authorized pursuant to this policy. The review date for performance and step/merit increases shall be subject to adjustment based on the applicable Memorandum of Understanding.

Union Dues: The employee is responsible for maintaining dues to the applicable employee association, if required.

VIII. Procedure for Requesting/Granting Leave

A. Notification

An employee is responsible to request family, medical, or pregnancy disability leave.

Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

If thirty (30) days' advance notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as practicable.

B. Application and Certification

An employee requesting leave must complete a Request for Leave Application and return it to Human Resources at least thirty (30) days before the leave begins, when possible. In the case of an unforeseen event or incapacitation, notification must be made by the employee or the employee's authorized representative to Human Resources as soon as the need arises and no later than two (2) business days after leave has commenced.

The Human Resources Department will send an eligibility notice to the employee within five (5) working days of receipt of the employee's request for family, medical, or pregnancy disability leave or within (5) working days of acquiring knowledge of the need for such leave. Once the eligibility notice is received, the employee must submit proper medical certification to the Human Resources Department before the leave begins in the case of a foreseeable event. In the case of an unforeseeable event, proper medical certification as described below must be

submitted to Human Resources within fifteen (15) calendar days of receipt of eligibility notice. Failure of the employee to provide timely or incomplete medical certification may defer or even disqualify requests for FMLA leave.

Birth of a Child or Placement with Employee for Adoption or Foster Care: An application for leave for the birth, adoption, or foster care placement of a child must be accompanied by a birth certificate or other appropriate documentation.

Employee's Own Serious Health Condition: An application for leave based on an employee's own serious health condition must be accompanied by a Medical Certification Form completed by the applicable health care provider containing all of the following:

1. The date, if known, when the serious health condition commenced;
2. The probable duration of the condition; and
3. A statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position due to the condition.

Upon expiration of the time period the health care provider originally estimated that he employee needed for their own serious health condition, the employee must obtain recertification if additional leave is request.

Family Member Serious Health Condition: An application for leave based on the need to care for a family member (as defined) who has a serious health condition must be accompanied by a written certification from the health care provider of the family member requiring care that contains all of the following:

1. The date, if known, when the serious health condition commenced;
2. The probable duration of the condition;
3. An estimated amount of time that the health care provider believes the employee needs to care for the family member; and
4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the family member.

Upon expiration of the period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

Service Member Serious Injury or Illness: An application for FMLA leave to care for a covered service member who is a child, spouse, parent, or "next of kin" of the employee must be accompanied by written certification from a health care provider regarding the injured service member's serious injury or illness. The City will verify the certification as permitted by the FMLA regulations.

Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee must provide their immediate supervisor with military orders, or other appropriate documentation issued by the military that indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the

military member's active-duty status. A copy of the new active-duty orders or similar documentation will be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA and CFRA regulations.

Pregnancy Disability: An application for leave due to pregnancy disability must be accompanied by written certification from the attending physician stating:

1. The employee is disabled from working by pregnancy, childbirth, or a related medical condition;
2. The date when the employee became disabled by pregnancy, childbirth, or related medical condition; and
3. The estimated duration or end date of the leave.

All medical information provided by the employee shall be maintained in a confidential manner by Human Resources and disclosed only to the extent necessary to process the request for leave and in conformance with law.

An employee must sufficiently explain the purpose of the leave so that Human Resources can determine whether it qualifies as family or medical leave or pregnancy disability leave. This explanation is necessary even if accrued paid leave (e.g. vacation or sick leave) shall be used concurrently with the otherwise unpaid leave under this policy. If necessary, any leave already taken may be retroactively designated as family and medical leave, pregnancy disability leave, or military caregiver leave. Human Resources shall process the leave request in consultation with the employee's supervisor and, if necessary, with the Department Head. Employees who take intermittent leave should make a reasonable effort to schedule such treatment to minimize disruption to the workplace.

IX. Director of Human Resources' Review of an Employee's Medical Certification for Employee's Own Serious Health Condition

An employee must provide a medical certification for their own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or nonresponsive. If the certification is incomplete or insufficient, the Director of Human Resources or designee will give the employee written notice of the deficiencies and seven (7) days to cure, unless a longer period is necessary considering the employee's diligent, good faith efforts to address the deficiencies.

After giving the employee an opportunity to cure any deficiencies, the Director of Human Resources or designee may contact the health care provider who provided the certification to clarify or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the provider who signed the form. "Clarification" means contacting the provider to understand the handwriting on the certification or to understand the meaning of the response. The Director of Human Resources or designee may not ask for additional information beyond that which is required on the certification form.

If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee but paid for by the City. The opinion of the third provider will be binding. The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

X. Return to Work and Reinstatement

- A. Periodic Reporting: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- B. Release: Upon completion of leave due to the employee's own serious health condition or because of pregnancy disability, the employee must provide the City with a written notice from the health care provider releasing the employee to return to work. Failure to provide such certification will result in denial of reinstatement.
- C. Return to Work: An employee on leave is expected to return to work on the next workday following the last day of the approved leave period.
- D. Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date they return to work. If the return-to-work date differs from the original agreement, or if no agreement was made, the City must reinstate the employee within two (2) business days of being given notice that the employee intends to return, or as soon as reasonably possible thereafter to expedite the employee's return to work.
- E. Reinstatement to Same or Equivalent Position: Upon return, the employee will be reinstated to their original position, so long as it was not eliminated for a legitimate business reason during the employee's leave. If the employee's original position is no longer available, the employee will be assigned to an equivalent, open position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/PDL period.
- F. Reinstatement of "Key Employees": Under the FMLA only, the City may deny reinstatement to a "key" employee (e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

- G. Disability: If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation that will allow the employee to perform the essential functions of their job, in accordance with policy.

XI. Additional Leave

Employees who desire leave over and beyond family, medical, military caregiver, and pregnancy disability leave as defined in this policy may request leave of absence with pay using accrued leave, or leave of absence without pay, in accordance with the applicable Memorandum of Understanding.

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