

Memorandum of Understanding

between

City of Richmond

and

S.E.I.U. Local 1021
Part-Time & Intermittent Employee
Bargaining Unit



July 1, 2021 – June 30, 2025

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MEMORANDUM OF UNDERSTANDING

between

CITY OF RICHMOND

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

PART-TIME AND INTERMITTENT EMPLOYEE BARGAINING UNIT

PREAMBLE

This **AGREEMENT** (hereinafter "Agreement") entered into by the City of Richmond (hereinafter "City") and Service Employees International Union Local 1021, 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 regarding wages, hours, and other terms and conditions of employment, have exchanged proposals and have endeavored to reach agreement on 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-Miliias-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 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.

ARTICLE I- GENERAL PROVISIONS

I A. DISCRIMINATION PROHIBITED

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

I B. MUTUAL RIGHTS AND RESPONSIBILITIES

The City of Richmond and Service Employees International Union (SEIU) Local 1021 agree that both have obligations and responsibilities to see that the statutory and budgetary objectives of the City of Richmond are attained and that the public receives services as programmed in an effective and efficient manner.

The City of Richmond has the duty to execute the traditional responsibilities of management including the determination of the level of and the manner in which City activities are conducted, managed, and administered and to maintain rules and procedures for the administration of the City to attain these goals. Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive City rights, subject to the City's obligations under the MMBA including but not limited to the obligation to negotiate impacts within the scope of representation. These City rights include among others, the exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; relieve its employees from duty because of lack of work or for other good reason; and maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its operations and the technology and methods of performing its work.

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

I C. RECOGNITION

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

Represented employees in the classifications identified in Attachment A will belong to one of the following groups: "Group I" (permanent part-time working 1,000 hours or more per fiscal year); "Group IIA" (part-time employees working between 780 and 999 hours per fiscal year) and "Group IIB" (working between 0 and 779 hours per fiscal year on an ongoing basis); and "Group III" (exempt employees who work up to 999 hours per fiscal year).

Effective by January 31, 2022 the City shall evaluate every employee in Group III as to whether the employee is correctly classified as a Group III member and shall correct any misclassifications. The City and the Union shall meet and confer over the resulting changes, if any, to the extent changes affect terms and conditions of employment.

I D. DUES DEDUCTION

1. An employee may at any time execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) (including any Union dues, fees, or other deductions as permitted by law) furnished by the Union.
2. The Union shall be the custodian of records such as Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made (“Certification”). The Union shall not be required to provide the City a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.
3. Deductions in effect as of June 30, 2021, will remain in effect unless modified or revoked pursuant to this section. The City shall begin deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. Dues deductions shall not be retroactive. The City shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member’s earnings occurs.
4. Member requests 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 deduction of Union Dues and/or COPE deduction, or a later date as specified by the Union (to coincide with the end of a pay period).
5. 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 and COPE deduction. When the employee’s earnings are insufficient (whether the employee was in a full, partial or unpaid status), no Union Dues or COPE deduction will be deducted during that pay period.
6. The Union shall indemnify and save harmless the City, its officers, employees and agents 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. If the Union provides legal representation to the City in such a proceeding it shall not be responsible for additional attorney fees voluntarily incurred by the City.
7. The City shall distribute the Union-furnished Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.
8. 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

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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.

I E. UNION REPRESENTATION

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

The 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.

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

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

During negotiations for a successor to this Memorandum of Understanding, the Union may designate up to four (4) persons from the bargaining unit and two (2) Chapter Officers from the General Employees Bargaining Unit to meet and confer with the City's representatives.

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

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

During each calendar year, the Union shall be entitled to eighteen (18) hours of release time for Union Officers, Stewards, or designated Union members (the Union must provide a list to Human Resources delineating who the designated Union members are no later than January 1 of each year), to work on Union-related business. The Union is entitled to a total of eighteen

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(18) hours to be shared amongst all the Union Officers, Stewards, and designated Union members. In other words, each Union Officer or Steward does not receive eighteen (18) hours. The Union cannot request more than three (3) hours of release time a month, and no more than two (2) Union Officers or Stewards can be released at any given time. For example, for the month of June, the Union can request that the Union President and the Chief Steward meet for an hour to work on Union-related business. With such a request, the Union has three (3) hours of their eighteen (18) hour bank for the calendar year and cannot request any additional release time under this provision for the month of June. If this was the only release time request by the Union under this provision for the calendar year, then the Union would have fifteen (15) hours of release time remaining in the calendar year. Time used for officers or stewards used for representation is not included as hours used in this provision.

In addition, the request for release time cannot result in overtime, either for the person requesting the release time, or for any back-fill of the position of the person requesting the release time.

All requests for release time under this provision must be made to the Human Resources Director or their designee, no less than three (3) business days prior to the day the release time is requested for. If the request cannot be accommodated due to a work conflict involving the person the release time was requested for, the Union and the impacted employee will be notified as soon as possible, no less than one (1) business day prior to the request for the release time.

The Human Resources Department will track the eighteen (18) hours allotted for this release time and will notify the Union when they have reached their eighteen (18) hour limit in a calendar year.

3. **Bulletin Boards:** The City agrees to designate bulletin board space on existing bulletin boards for the sole use of the Union. The parties agree to mutually explore and review such areas where insufficient bulletin boards exist and the City shall install same.
4. **Names and Classes of 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 and once each quarter (July, October, January, April) thereafter during the term of this Agreement. Such lists, culled from the City's payroll system, shall include the employee's:

- Name
- Date of hire, promotion or separation
- Home address
- Home and/or mobile 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

5. New Employee Orientations:

- 5.1 The City agrees that each newly hired employee, within the first thirty (30) days of employment, shall participate in an in-person orientation meeting as part of the New Employee Orientation.
- 5.2 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 Representatives, which shall include reasonable time for travel and set up, without loss of compensation to present at the New Employee Orientation. The Union shall provide the name(s) of the Union 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.

Union Representatives are a Union staff member, the Union's elected chapter officers, and the Shop Stewards.

- 5.3 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 for a Union Representative to schedule a thirty (30) minute presentation on paid City time with the employee.
- 5.4 The City shall advise the Union of the dates and times at which the Union Representative(s) can present to employees covered by this Agreement. Such notice shall be provided at the earliest opportunity but no 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 expected participants represented under this Agreement. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that New Employee Orientation meeting.
- 5.5 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 Representatives 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. 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.

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- 5.6 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 room and/or close proximity to the room schedule for New Employee Orientation.
- 5.7 The City will not observe or disturb the Union presentation
- 5.8 The Union will not disparage the City and/or its governing board(s) [e.g., City Council, Richmond Housing Authority], its supervisors or management during New Employee Orientations.

ARTICLE II-DIRECT PAY FOR SERVICES

II A. SALARY

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

1. Each Group I employee shall receive a lump sum payment in the prorated amount of \$3,800 (minus applicable payroll deductions). In addition, each Group II employee and/or Group III employee with either (a) an initial hire date on or before July 1, 2015 or (b) a total of 4,500 hours or more working for the City shall also receive a lump sum payment in the prorated amount of \$3,800 (minus applicable payroll deductions). Pro rata is based on each employee's FTE as measured by hours worked in the previous twelve (12) months. For example, an employee who worked 1,040 hours in a position with a normal workweek of 40 hours would be considered a 0.5 FTE and contribution would receive a lump sum payment in the amount of \$1,900.00 (\$3,800.00 x 0.5). The Parties do not intend for this lump sum payment to be CalPERS compensable wages. The lump sum payment will be paid to employees on a check separate from the employee's bi-weekly paycheck. The City shall issue the lump sum payment checks within the first two pay periods after this City Council adopts this Memorandum of Understanding. Intermittent employees are ineligible for the lump sum payment.
2. Effective the pay period including January 1, 2023, the City shall increase the monthly pay rate listed in **Attachment A** by 5.0% of the monthly pay rate in effect before such increase takes effect.
3. Effective the pay period including January 1, 2024, the City shall increase the monthly pay rate listed in **Attachment A** by 4.0% of the monthly pay rate in effect before such increase takes effect.
4. Effective the pay period including January 1, 2025, the City shall increase the monthly pay rate listed in **Attachment A** by 4.0% of the monthly pay rate in effect before such increase takes effect.

During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage

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increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.

II B. ACTING PAY

1. Each employee who is assigned to work in a position in a higher classification for five days or more and who assumes the responsibilities and performs substantially all of the day-to-day duties of the position shall receive for each day of service in such class the salary rate in the range allocated to the higher class which is not less than five percent (5%) above their present salary rate, or the top step of the new range, whichever is lower; provided that the department head, with the approval of the City Manager, has so assigned the employee utilizing a Personnel Action Form. An employee so assigned must assume all or substantially all of the duties and responsibilities of the higher paid classification. Such acting pay shall be paid retroactively to the first day that the employee was in acting status.
2. Should any member so assigned and working in a higher classification incur an injury or illness which involves lost time during such assignment, they shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specified assignment only.

II C. OVERTIME AND COMPENSATION FOR OVERTIME

1. Rate of Compensation for Overtime Worked. Employees shall be compensated at overtime rates for all hours worked in excess of their normal work week (37.5 or 40 hours). Employees shall be compensated at the rate of one and one half (1 1/2) times the amount of time worked as overtime.
2. **Overnight Trips:** When an employee is required to travel overnight, they shall be paid as described in 1 above for any overtime earned. Hours shall not include non-working-hours, including sleep hours. When a recreation employee is required to perform work overnight, such as providing supervision for an overnight field trip or event, the employee will be compensated for such time on an hour-for-hour basis by adjusting the employee's normal schedule; or, if the department is not able to adjust the employee's schedule within the pay period, through compensatory time to be accrued at a straight-time rate unless the Fair Labor Standards Act requires compensation at a higher rate.
3. Factors Which Govern Compensation for Overtime Worked. Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to eighty (80) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the department head.
4. Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.
5. All overtime work shall be subject to prior approval of the City Manager or their designee.

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II D. SHIFT DIFFERENTIAL

1. An employee who is regularly assigned to work five (5) or more hours between the hours of 4 p.m. and 12 midnight (evening shift) shall receive an additional five percent (5%) above their individual salary rate. An employee who is assigned to work five (5) or more hours between the hours of 12 midnight and 8 a.m. (night shift) shall receive an additional seven and one-half percent (7-1/2%) above their individual salary rate.
2. Library employees, Recreation Specialists and Leaders, and Cable TV Production Assistants who are assigned to work after 5 P.M., shall receive additional compensation of eighty cents (\$.80) each hour (after 5 P.M.), except when the hours worked fall under the definition of 1. above.
3. Payment of these differentials shall be for evening or night shifts actually worked except that an employee regularly assigned to an evening, or night shift shall continue to receive the pay differential during paid leave to the extent required by law.

II E. BILINGUAL PAY

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

II F. ASSIGNMENT PAY

A Recreation Aide, Recreation Leader, or Recreation Specialist assigned to work at the Developing Personal Resources Center shall receive an additional 10% above the employee's individual salary rate per hour.

II G. HAZARDOUS DUTY PAY

Effective April 1, 2018 (pursuant to agreement by the parties), employees in the following classifications shall receive a Hazardous Duty Pay Differential of 10% over their regular base pay when assigned to specific duties as defined below. This differential is being paid to the following classifications only in recognition of the fact that their current job classifications do not include the duties defined below (A):

- Maintenance Aides I/II

Hazardous Duty Pay will only be paid to employees who are assigned by their supervisor and/or designee, to execute the hazardous duties defined below in (A). It will not be paid to an employee who undertakes to perform the hazardous duties listed below in (A) on his or her own with proper authorization, either expressed or implied.

The Department Supervisor or Superintendent shall authorize payment of the differential and maintain records of hazardous duty pay authorizations.

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The Hazardous Duty Pay Differential will **only** be given for the actual time an employee(s) work on the hazardous assignment.

- (A) The following duties are the only duties that are hereby established as duties that are entitled to receive the Hazardous Pay Differential:

Homeless Encampment Abatement – Specifically, the abatement of established homeless encampments that includes removal of trash, junk, debris and personal items and potentially hazardous materials.

Charred Building Demolition – specifically, crews assigned to demolishing, abating, and disposing of burnt and/or charred buildings.

II H. PROMOTION- EFFECT ON RATE OF COMPENSATION

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

II I. ELIGIBILITY FOR SALARY ADVANCEMENT

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

An employee must work a minimum of 600 hours within a year to receive a salary increase. If an employee works less than 600 hours in a year, they will be eligible for a salary increase on the next anniversary date that they attained 600 hours. e.g., If an employee's anniversary date is February 1 and they worked 500 hours in 1997 and 500 hours in 1998, they would be eligible for an increase February 1, 1999. Had they worked 600 hours in 1997 they would have been eligible for an increase February 1, 1998.

If an employee (who has completed one year's service and at least 600 hours employment during that time) does not receive an evaluation within 60 days after their anniversary date and the employee is scheduled for a step increase, the step increase will be paid to the employee retroactively to their anniversary date.

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

II J. PERFORMANCE EVALUATIONS

Each employee in Group I and employees in Group II who work at least 600 hours within a year, shall receive a written performance evaluation annually on or about October 1.

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

II K. DEMOTION

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

ARTICLE III - INDIRECT PAY AND ALLOWANCES

III A. INSURANCE

1. Medical Plans

- 1.1. No later than two months after the employees in Group I are selected, the City shall contract with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. Unless prohibited by PERS or by law, the health plan coverage described herein shall apply to persons retired.

The City shall pay the CalPERS Minimum Employer Contribution Amount required by law.

Additional City Medical Insurance Premium Contribution

The City shall make an additional monthly contribution beyond the CalPERS Minimum Employer Contribution Amount for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. Payment shall be sufficient to cover the premium of the Kaiser Bay Area Region medical plan minus the CalPERS Minimum Employer Contribution Amount required by law. For employees with no dependents, the monthly contribution shall be at the single premium rate; for employees with one dependent, the monthly contribution shall

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be the two-party rate; and for employees with more than one dependent, the monthly contribution shall be the family rate. For the term of this Agreement only, should the premium for the Kaiser Bay Area Region medical plan change, the City shall change the monthly contribution to be paid toward this benefit by the same amount as the premium change. If any employee chooses a plan more expensive than the Kaiser Bay Area Region plan, the City contribution shall be no more than the Kaiser Bay Area Region premium minus the CalPERS Minimum Employer Contribution Amount at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

1.2. **Medical Benefit Opt-Out**

Group I employees who opt not to use the City's medical insurance, and who can document in the manner required by law that they have alternative Patient Protection and Affordable Care Act compliant group health insurance shall receive \$150.00 per month for employees eligible for employee-only medical insurance and \$200.00 per month for employees eligible for two-party or family medical insurance. The Federal legal requirements are as follows:

- a) The employee certifies that the employee and all individuals in the employee's tax family for who coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
- b) During the City's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- c) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS regulations, other legislation or Federal and/or California agency guidance.

This option is available at any time. If an employee loses the alternative medical insurance the City will allow immediate reinstatement to the City's health plan at the employee's eligibility level. Bargaining unit members receiving money in lieu of benefits may apply the money towards the IRS Section 457 Deferred Compensation Plan or receive the money as a taxable addition to their salary.

1. Group I employees who regularly work at least 1000 hours annually, but less than 1300 hours, annually shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such

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employees, only the monthly premium described in Article III, Section A.1.1. Medical Plans.

Group I employees who regularly work 1300 hours or more annually shall receive the same medical plan benefits as full time employees represented in the General Employees Bargaining Unit

2. Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Employees shall inform the City within thirty days that any family member is no longer a dependent and the City shall correspondingly reduce its premium contribution.

1.3. **Taxation**

The City shall not treat its medical benefit contributions described in Article III, Section A.1.1. above as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State, or local tax liability or penalty that may arise out of the implementation of this section.

1.4. **Eligibility Changes**

Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules.

Employees shall inform the City within thirty days that one or more family members are no longer dependents, and the City shall correspondingly reduce its monthly contribution. Applicable circumstances include but are not limited to divorce, death, children turning 26 years old and a dependent obtaining other medical insurance.

1.5. **Retiree Medical Benefits**

The City will pay the CalPERS Minimum Employer Contribution Amount on behalf of eligible retirees for CalPERS retiree medical insurance premiums. Effective upon eligibility for PERS retirement, the City will also reimburse Group I retirees who are eligible for retiree medical benefits as described below in the amount of \$435.00 per month for retirees eligible for retiree only coverage and \$567.00 per month for retirees eligible for two-party or family coverage. Retirees may add new dependents during retirement but the City will not increase its reimbursement to contribute towards the premiums for these new dependents.

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.

Retirees may receive the reimbursement for which they are eligible described above for a non-PERS health plan if 1) the non-PERS health plan is selected at the same time that an employee drops a PERS health plan and 2) the retiree submits monthly proof of payment of the premium. Once such a selection is made, the retiree may opt back into a PERS health plan but the City will not reimburse the retiree for any portion of the premium.

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

Age	Service with the City
55 and older	10
54	12
53	14
52	16
51	18
50	20

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

1.6. **Retiree Medical Benefit Conditions**

The reimbursement set forth in Article III, Section A.1.5. shall be made monthly from the date of the first CalPERS pension check until the Group I retiree ceases to participate in the PERS Medical program. However, if the, Group I retiree goes from having one or more dependents to having no dependents, the City's reimbursement shall be reduced as described in Article III, Section A.1.5. If the retiree becomes Medicare eligible, the City's reimbursement shall be reduced as described in Article III, Section A.1.5. If the retiree fails to report any of these changes in status to the City within 30 days of their occurrence, the retiree shall be liable for refunding the excess amounts received to the City.

1.7. **Retiree Medical Benefit Survivors**

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

Effective the pay period including January 1, 2024, Part-time, Group I employees shall begin making contributions to the retiree medical benefit pre-funding trust in an amount determined by the second-step annual base wage for their current job classification. The

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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 second-step base wages falling within the range of \$60,001 and \$79,999 shall pay \$75.00 per month.

Employees in job classifications with annual second-step base wages in the amount of \$80,000 or more shall pay \$100.00 per month.

These payments shall occur as payroll deductions and shall be tax-free to the extent allowed by law.

Group I employees that are eligible for retirement 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.

1.8. **Dental Plan**

Group I employees are eligible to receive group dental plan benefits for employees and dependents provided that said employees, and not the City, will pay the premium charge for the dental plan. The plan will provide \$2,000 maximum for orthodontics and adult orthodontics coverage. The maximum dental benefit (except for orthodontics) is \$1,500 a year.

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

1.9. **Vision Plan**

Group I employees are eligible for a vision plan. The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve months and new frames every twenty-four months.

1.10. **Life Insurance**

The City shall provide group life insurance coverage, for Group I employees, in the amount of \$30,000.

1.11. **Disability Insurance**

Long term disability insurance program for Group I employees shall include payment of sixty percent (60%) of an employee's monthly salary up to a maximum monthly benefit of \$3,000, after a thirty (30) day waiting period. Disability insurance payments shall not

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extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness.

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

1.12. **Flexible Benefits Plan**

The Flexible Benefits Plan is available to all Group I employees. The City administers the plan under the provisions of IRC Section 125, subject to any changes in Federal law and/or regulations that may occur.

Employees may use their own funds on a tax-free basis to participate in the Flexible Benefits Plan.

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

- a) Dependent Care Assistance Account
- b) Medical Expense Reimbursement Account
- c) Adoption Assistance Account
- d) Qualified Transportation Account
- e) Parking Benefit Account

III B. LEAVES

1. **Leaves of Absence**

- 1.1 The City Manager may grant leaves of absence without pay to employees in Groups I and II, for a period not to exceed one (1) year.
- 1.2 No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
 - 1. The employee makes a written request of their department head stating the reasons;
 - 2. The department head recommends it;
 - 3. The Director of Human Resources recommends favorable action to the City Manager; and
 - 4. The City Manager approves it.
- 1.3 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 head.
- 1.4 Failure on the part of an employee to report promptly at the expiration of their leave may be considered job abandonment which may cause automatic employment termination as provided by law.

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1.5 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. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date. This section does not apply to employees on family medical leave or workers compensation injury leave.

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

Leave of Absence without Pay

Leave of Absence with Pay using the employee's accrued leave

Sick Leave

Workers Compensation Leave

Vacation Leave Military Leave Bereavement Leave Jury Duty

Parental Leave

Family & Medical Leave

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

2. **Bereavement Leave**

Only City employees in Groups I and IIA. working continuously in a regularly established City position shall be eligible for the Bereavement leave provisions specified below.

In case of death within the immediate family of an eligible employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays (prorated to the employee's average workday length over the prior 12 months) for each such death. Such leave must have one or more of these purposes: Making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate, and similar problems.

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

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

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

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

3. **Sick Leave**

Accrual Rate. Each employee in Group I working on a part-time basis and who has worked 1,000 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment, shall be entitled to pro-rated sick leave based upon their date of employment, (prorated to the employee's average work day length over the prior 12 months). All non-Group I part-time employees accrue sick leave at the rate of 0.034 hours of sick leave for each hour worked. The maximum sick leave unused sick leave accrual balance is 48 hours.

An employee who converts to full-time (without a break in service) carries forward any pro-rated sick leave they have accrued at the time of entry into full-time work.

3.1 **Conversion of Sick Leave to Pension Credits**

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

3.2 **General Provisions**

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

3.3 **Family Sick Leave**

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

A doctor's certificate indicating if an employee has a condition described in Section 3.2 above must be furnished on the request of the City Manager or department head, or their designee, and at such time thereafter during the same sick leave as the City Manager or department head shall deem necessary. But in any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.

4. **Family and Medical Care Leave**

Pursuant to State and Federal law, the City will provide family and medical care leave for

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eligible employees. Family and medical care leave entitles an employee to up to 12 weeks of continuation of health, dental and vision benefits in a 12-month period. Family and medical leave may be taken for any of the following reasons: the birth, adoption, or placement of a child for foster care in the employee's home; the serious illness of the employee; or the serious illness of a spouse, child, or parent.

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

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

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.

- 4.2 Use of other accrued leaves while on leave; if member requests leave for their own serious health condition, the member must also exhaust sick leave concurrently with the leave.

- 4.3 While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact date(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.

If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

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

5. **Parental Leave**

- 5.1 California law affords natural mothers disabled by their pregnancy with unpaid leave time. The City Manager may extend this legally required leave of a natural mother

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disabled by her pregnancy for an additional two months with appropriate medical documentation. During this leave, the City will continue to pay the premium for her PERS medical plan. During this leave the employee shall be entitled to full access to long-term disability insurance, subject to the terms of the LTD policy.

- 5.2 All fathers or adoptive parents, in Groups I and II, shall be granted 30 days leave without pay commencing one week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's PERS medical plan.
- 5.3 All parents, in Group I, granted a leave of absence as described in 5.1 and 5.2 above, shall receive one weeks' paid leave as part of their parental leave. Payment will be made upon the birth of a child, or upon taking custody of a child through adoption.

6. **Jury Duty**

A City employee, in Groups I and IIA, ordered to jury duty during the employee's regularly scheduled work hours has a right to fully paid leave during actual jury services, based upon the scheduled hours they are to work during the day(s) they are absent for jury duty. The following shall apply:

- 6.1 All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
- 6.2 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.
- 6.3 Such leave may be based upon, but is not limited to, coroner, municipal court, county superior court, and Federal jury duty.
- 6.4 Employees shall pay immediately to the City such amounts of money as they receive as per diem on scheduled work days, but shall be entitled to keep such mileage payments as are made to them.
- 6.5 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.

7. **Military Leave**

Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken.

If the employee applies to the Public Employee retirement System for PERS credit, and is

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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.

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

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

8. **Vacation Leave**

Employees in Groups I and IIA shall accrue vacation leave on a prorated basis.

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

Each employee in Groups I and IIA. Shall be entitled to accrue pro-rated vacation leave after thirty (30) days of employment based upon the following rates:

Group I working 30 or more hours per week, accrual at 80% of Full-Time rate.

- Group I working 25 but less than 30 hours per week, accrual at 66.7% of Full-Time rate.
- Group IIA, accrual at 40% of Full-Time rate.

Employees in Groups I and II.A may utilize their accrued vacation after one year of employment.

In the event that an employee accruing vacation changes from Group I to Group IIA, the accrual rate shall change to 40%. In the event that an employee changes to Group IIB or III, vacation accrual will stop on the effective date of the change. Any vacation accrual balance left at that time will not be lost but will remain available for use until the balance is exhausted.

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

8.2 **Limitation on Vacation During First Year of Service**

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

8.3 Other Limitations on Vacation Leave and Accumulation of Vacation Leave

An employee shall cease accumulating vacation leave when they reach a maximum amount as listed below.

Years of Service	Maximum Accrual
1-3	20 working days
4-14	30 working days
15-22	40 working days
23-29	50 working days
30+	60 working days

8.4 Employee vacation leave balances appear on each paycheck

No employee shall take more than the equivalent of one (1) annual vacation period in any one calendar year, except with the advance approval of the department head.

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

8.5 Time at Which Vacation Leave Shall be Taken

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

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

8.6 Effect of Extended Military Leave on Vacation Leave

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

8.7 Vacation Amounts at Termination of Active Employment

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

8.8 Vacation Usage

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

9. Workers Compensation

9.1 Any City employee, who is medically certified to be temporarily disabled because of injury or illness arising out of and in the course of employment shall be paid temporary disability in accordance with The State of California Labor Code for Workers Compensation benefits.

9.2 When an employee returns to work or is medically determined to be permanent and stationary, the City's liability for temporary disability payments will cease. They may still be eligible for vocational rehabilitation maintenance allowance and other vocational rehabilitation benefits.

9.3 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.

9.4 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.

9.5 During the time that an employee is disabled by reason of injury or illness arising out of or in 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 Head, use sick leave or vacation time while a claim is being investigated as to whether the injury or illness is work related. If the decision is made to approve Workers Compensation benefits, any sick leave or vacation will be re-credited to the employee.

9.6 A probationary employee will have their probationary period extended the same amount of time they are off work due to injury leave.

9.7 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.

9.8 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.

9.9 An employee may be seen by a doctor of their choice when injured on the job if the employee has pre-designated that doctor in writing with the Department of Human Resources prior to the injury. If the employee has not pre-designated a personal physician, they must be seen by a City designated Medical facility/physician during the first 30 days from the date a claim is reported.

10. **Court Appearances**

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

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

III C. HOLIDAYS

The following are the City's recognized holidays which apply to employees in Groups I and II.A.:

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

In addition to the holidays listed in the preceding paragraph, each employee in Groups I and II.A. shall be granted three (3) days which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the

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calendar year. With the exception of the two-hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.

Employees in Groups I and II.A. shall be granted two (2) hours additional "floating holiday" time per calendar year; such time to be administered under provisions of paragraph 2 above.

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

All employees in Groups I and II.A. shall receive holiday pay only if the holiday falls on their regularly scheduled workday.

III D. ALLOWANCES

1. Meal Allowance

A \$9.75 meal allowance shall be allowed for each employee who works more than four (4) hours of unscheduled overtime on any of their normal days off.

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

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

2. Safety Shoes

City agrees to reimburse employees up to three hundred (\$300) to offset the cost of purchasing safety shoes. Safety shoes must comply with the current safety standard. Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety shoes in the performance of their duties. Parties further agree a receipt 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.

3. Certifications

The City will provide for the certifications detailed in Attachment F either through tuition reimbursement, or by making the courses available to specific staff.

4. Uniforms

The City may require employee to wear uniforms. The City will provide the uniforms and shall determine their color, style, insignia, and materials. The City shall discuss uniforms' style, color, and material with the employees and shall carefully consider their input. The City shall

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determine the frequency with which uniforms shall be replaced.

The City shall provide coveralls or pants, shirts and jackets to employees assigned field duties in the Parks Division of the Public Works Department. All other employees in Public Works shall wear pants, shirts, and jackets. Housing Authority Maintenance employees will receive coveralls.

5. **Rain Gear**

Rain gear consisting of rain suit (pants, jacket, head gear, and rubber boots) shall be provided to those Community and Cultural Services employees and Crossing Guards who are required to perform outside work during inclement weather. The Library shall have available three sets of rain gear available for Library Aides. All rain gear shall remain the property of the City.

III E. RETIREMENT

Group I Classic employees as defined by CalPERS who are covered by this MOU receive a 2.7% at age 55 retirement pension calculated based on one year's final compensation. Classic employees pay 8% of pensionable compensation to CalPERS as their employee pension contribution. Employees make this payment on a pre-tax basis pursuant to Internal Revenue Code Section 414 (h)(2) to the extent allowed by law.

New Group I employees as defined by CalPERS receive a 2% at age 62 retirement pension calculated based on three years average compensation. New members pay 50% of the normal cost of their pension (currently 6.25% but subject to change by CalPERS) to CalPERS as their employee pension contribution. Employees make this payment on a pre-tax basis pursuant to Internal Revenue Code Section 414 (h)(2) to the extent allowed by law.

Any rules or regulations of PERS that prohibit implementation of the above sections for part-time employees will invalidate the above provision(s). The City will make a good faith effort to implement the above provisions for Group I employees.

Employees not enrolled in CalPERS retirement shall participate in the alternative to Social Security retirement plan (i.e., defined contribution plan) sponsored by the City via the Public Agency Retirement Services (PARS), of which employees contribute seven and one-half percent (7.5%) on a tax-deferred basis.

ARTICLE IV - WORKING CONDITIONS

IV A. BULLETIN BOARDS

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

IV B. HOURS OF WORK, MEAL PERIODS AND REST PERIOD

1. DEFINITIONS OF CERTAIN WORK UNITS:

To assist in the orderly administration of the City Government, the following definitions shall be used:

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

The 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.

2. ATTENDANCE:

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

Absence without leave, for three consecutive workdays 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; certified 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.

If the employee or an authorized representative of the employee contacts the City within 30 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. This provision in no way limits the discretion of the City to discipline an employee for their absence without leave.

3. Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day that the employee works five hours or more 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 if the employee's shift is five hours or more and another fifteen (15) minute rest period during the second half of the work shift if the employee's shift is five hours or more.

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

IV C. SAFETY COMMITTEE

The City agrees to establish a city-wide safety committee which will include membership from Local 1021, as well as other bargaining units and management. The committee will periodically meet on matters of mutual concern. The purpose of the committee will be to entertain, discuss, and

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make recommendations on matters of concern regarding all aspects of safety in the workplace. Recommendations from this committee shall be made to the City Manager. This committee does not preclude operating departments from having departmental safety committees. The committee's meetings are not "negotiations" under the MMBA.

All grievances related to safety will be responded to within three (3) working days. The City shall issue quarterly reports through the Safety Committee containing information on all work-related injuries and illnesses.

IV D. MEETINGS WITH SUPERVISORS

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

An employee may not insist on bringing a representative to a meeting with supervisory personnel when they are told that the meeting is not of a disciplinary nature.

IV E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. The City and the Union recognize the value and need for counseling and assistance programs to help employees deal with problems such as alcohol or chemical dependency, divorce, stress, psychological concerns, or other circumstances which can interfere with job performance and job satisfaction. Both parties view the EAP as a positive tool to help deal with these types of problems.
2. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling, and crisis intervention. Eligible employees will be eligible for up to five EAP visits per fiscal year.

3. **Eligibility:**

The EAP is available to all bargaining unit employees and their families after the employee has completed one year of continuous service with the City immediately prior to the request for EAP services.

4. **Referrals:**

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

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5. **Confidentiality:**

In the case of management referrals, the city shall, upon request, be informed of employee attendance in the program and whether the employee completed the program successfully. All other information shall be strictly confidential and shall be released only when requested by the individual.

6. **Job Security:**

Referral to or participation in the diagnosis or counseling services of the EAP will not jeopardize any employee's job security or promotional opportunities.

7. **Report and Evaluation:**

Every 6 months, a review of the EAP will be made to evaluate utilization and potential areas of improvement. Such review shall be made jointly by the Union and Management.

8. **Contractual Rights and Obligations:**

An employee participating in the program shall be expected to meet all contractual obligations and established work rules, unless waived by mutual agreement of the City and the Union. Said employee shall have full access to the grievance procedure and other contractual protection.

IV F. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS1. **Safety Training:**

Mandatory safety training will be conducted for all staff, targeted to specific classifications and positions.

2. **Light Duty Program:**

Employees will be covered by the City-wide light duty policy.

3. **Stress Reduction:**

The City will make stress reduction programs available to employees in this bargaining group when such training is being offered on a City-wide basis.

ARTICLE V- PERSONNEL PROVISIONS

V A. LAYOFF

The following layoff provisions apply only to employees in Groups I and II.A.

1. The City Manager may layoff an employee from the classified service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.
2. At least two weeks prior to the effective day of a layoff of a member of the bargaining unit, the Human Resources Director or designee shall notify the affected employee and the Union of the proposed action with the reasons therefore and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. Employees who have bumping rights will be given a maximum of one week to exercise such rights; individuals who cannot be contacted during this one-week period shall be deemed to have exercised their bumping rights.

For employees without bumping rights to any position, the City may provide two weeks severance pay in lieu of layoff notice.

To provide the opportunity for sharing of information and discussion of mitigation measures and effects of layoffs, the City will notify the Union when it has made a firm decision to effect layoffs. Upon notification to the Union, the City and Union shall meet without delay so that the Union may receive information from the City and provide input and questions, provided that such meeting shall not result in delays in layoffs.

3. Order of Layoffs

- a. Employees in Group I may bump Group II and III employees in positions that the Group I employees have previously held.
 - b. Group IIA employees may bump IIB and Group III employees, as well as less senior IIA's in the same class if they have previously held the position.
 - c. Group IIB and Group III employees have no layoff rights.
4. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved.
 5. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served as a Group I, IIA., or full-time employee on the established date for the layoff to become effective. This will permit layoff to the next lower class provided the total City seniority both as a full-time permanent employee and/or as a permanent part-time employee exceeds the total seniority of at least one (1) employee in the next lower class. Layoff to the same or a lower class shall occur City-wide, enabling employees to move within other departments. Transfers to comparable classes may occur as

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determined by the Director of Human Resources after meeting and conferring with the Union. Permanent part-time employees will earn seniority on an hour for hour basis.

Total cumulative time as used in this Memorandum of Understanding only, applies to years of service with the City and does not take into account how many hours per year one employee worked in comparison to another.

6. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all probationary employees in that class have first been terminated.
7. Group I and IIA employees shall be entitled to be placed on the re-employment lists. By accepting a IIA or lesser position, employees laid off from a Group I position do not waive the right to return to a Group I position. The names of probationary employees and employees with permanent status who are laid off shall be placed on appropriate re-employment lists in the order of total cumulative time served in the Classified Service of the City. Total cumulative time in such cases shall include time served on military leave of absence from the Classified Service.

V B. PROBATIONARY PERIOD

The following probationary provisions apply only to employees in Group I.

1. Purpose of the Probationary Period

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

2. Length of Probationary Period

All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. A one-year probationary period shall be served by all those individuals initially appointed to the classified service. The department head may request that a probationer may be granted their earned permanent status in less than one year. Any time served as a temporary, seasonal or contract employee shall be applied to the original permanent probationary period up to a maximum of six months.

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

3. When an employee in Group I is appointed from a promotional list of eligibles in Groups II and III, the appointee shall serve a six-month probationary period.
4. When an employee is promoted to a classification in which a license or certificate of

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proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification. These classifications include, but are not limited to, those listed in Attachment E.

Classifications may be added or deleted to meet the needs of the City.

5. **Rejection During Probationary Period**

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

6. **Rejection of Probationer Following Promotion**

Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which they were appointed unless charges are filed and they are discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

7. **Probationary Performance Reports**

It shall be the duty of each department head during the probationary period of each employee in their organization to investigate thoroughly the probationer's adjustment, performance, and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. They shall be responsible for reports on the probationer's performance and conduct at the completion of every three (3) calendar months during the probationary period, or more frequently if deemed desirable by the department head, such reports to be reviewed with the probationary employee by the rater. The department head shall give a copy of the reports to the probationary employee.

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

8. **Effects of Leaves of Absence on Probationary Period**

The probationary period of a given employee shall be extended by the time equal to the time they were on leave of absence other than sick leave, vacation, or holiday leave during their probationary period.

V C. REINSTATEMENT

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

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2. Reinstatement is not a right which an employee may exercise at their option, but rather a means by which a department head may bring back an employee who has rendered fit and efficient service.
3. An ex-employee who is reinstated is not entitled to sick leave for prior service.
4. If there is a question of physical or mental ability or of knowledge and skills, proper examinations may be required by the Human Resources before an ex-employee can be reinstated. A medical examination may be required.

V D. RESIGNATION

1. An employee wishing to leave the Classified Service 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. The resignation shall be forwarded to the Director of Human Resources with a statement by the department head evaluating the services of the employee.
2. Failure to comply with this section shall be entered on the employee's service record and may be cause for denying future employment with the City.

V E. SEVERANCE PAY

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

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

V F. REASSIGNMENT

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

Reassignment shall not be used to bring about promotion, demotion, advancement, reduction, or

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for disciplinary reasons without having an opportunity to go through the necessary appeal process, e.g., Skelly meeting and grievance.

V G. TRANSFER

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

V H. ORAL INTERVIEWS -UNION OBSERVER

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

V I. PAYDAYS

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

V J. ACTION FORMS

Employees will receive a copy of any Personnel Action Form which increases salaries as a result of within-range step increase, merit increase, promotion, or work in a higher classification. Action forms which include the names of more than one employee will not be copied to the employees.

V K. PERSONNEL FILES

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

V L. EXAMINATION ANNOUNCEMENTS

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

V M. NEPOTISM

1. General Policy

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

2. Employee Marriages

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

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

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

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

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

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

ARTICLE VI-GRIEVANCE AND APPEAL

VI.A GRIEVANCE DEFINITION AND PROCEDURE

This grievance procedure is applicable to all bargaining unit employees.

This article establishes a procedure to hear and resolve grievances concerning issues subject to the procedure.

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.

1. **Time Limits:** The employee and/or the Union must initiate a grievance within fourteen (14) calendar days (all time limits in this section use “days” to mean “calendar 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. The time limits of the grievance procedure (including those for meetings) may be extended by mutual agreement of the parties. Failure of the Union or employee to act within the specified 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. Furthermore, by mutual agreement in writing, the parties may bypass meetings or steps set forth in this process.
2. **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Complaints involving or concerning the payment of compensation are subject to this grievance procedure only if they conform to the definition of “grievance” stated above. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than three (3) years from the date upon which the grievance was filed.

3. **Procedure:**

Step 1: Immediate Supervisor

An employee (or Union) who believes that they have a grievance shall discuss their complaint with their immediate supervisor (or such management official designated by the department head). This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management employee 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 immediate supervisor/management employee will confirm the outcome

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in writing.

Step 2: Department Director

If the parties do not resolve the grievance at Step 1, the Union or employee shall submit the grievance in writing to the employee's department director or designee. The department director or designee will meet with the grievant within fourteen (14) days of having received the grievance and shall reply within ten (10) days following said meeting.

Step 3: Director of Human Resources

If the parties do not resolve the grievance at Step 2, the Union or employee shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources will meet with the grievant within fourteen (14) days of having received the grievance and shall reply within ten (10) days following said meeting.

Step 4: Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance, the parties shall have fourteen (14) days to decide, by mutual agreement, to submit the dispute to mediation. Unless there is mutual agreement to mediate, the grievance shall move to Step 5. The mediation will be convened within forty-five (45) days of receipt of the timely request for mediation. The mediator will either be a mediator from the State Mediation and Conciliation Services or a mediator mutually agreeable to the City and the Union.

If a State mediator is not timely available and the parties are unable to mutually agree on a mediator, the parties shall request a list of seven (7) mediators 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 mediator names from the list until one name remains. That remaining name shall be the assigned mediator unless the mediator is unavailable during the next forty-five (45) days and then the second to last name shall remain. (The process of moving up the names if the mediator is unavailable during the next forty-five (45) days shall continue until a mediator is timely available.) Any fees and expenses of the mediator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

Step 5: Arbitration

If the matter still remains unresolved, the Union may request arbitration.

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 parties shall select an arbitrator within ten (10) days of the

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Parties' receipt of the list of arbitrators from the State Mediation and Conciliation Service. Any fees and expenses 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 this MOU. Copies of the decision will be furnished to both parties.

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit the decision to the scope, application, and interpretation of the provisions of this MOU and may issue no decision that would require either party to violate existing law.

VI B. DISCIPLINE

This section on discipline is applicable to employees in Group I only.

1. Written Reprimand

Written reprimands may be appealed to the employee's department director within fourteen (14) days following receipt of the reprimand. The department director's response to the appeal shall be final. The employee and/or the Union may submit a statement of rebuttal within ten (10) days of the employee's receipt of the reprimand which shall be maintained with the reprimand in the employee's file for so long as the reprimand remains.

2. Disciplinary Action (Demotion, Unpaid Suspension, Dismissal, Reduction in Pay)

2.1 The City shall issue a written Notice of Intent to Discipline to the employee. The written notice shall include:

- a) a description of the proposed action and its effective date(s);
- b) a clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
- c) a statement advising the employee has the right to respond, either verbally or in writing, to the proposed disciplinary action and the employee's written response or employee's request to present a verbal response must be made within fourteen (14) days of the written notice;
- d) a statement advising the employee that an untimely response constitutes a waiver of the right to respond; and
- e) a statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.

2.2 If the employee elects to respond in person, a meeting will be scheduled with the "Skelly Officer" at which time the employee will be given the opportunity to respond to the proposed action. The employee is entitled to be represented by a person of their choosing at the meeting. The Skelly meeting ensures that the employee has been

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informed of the allegation(s) through a notice of intended disciplinary action, has received (or had the opportunity to receive) the materials upon which the proposed disciplinary action is based, has the opportunity to refute the allegations, and has an opportunity to mitigate the allegations or rehabilitate their standing with the City prior to the imposition of any actual disciplinary action. The function of the Skelly Officer is to provide an objective review of the proposed discipline and the employee's response. The Human Resources Director or designee shall select a Skelly Officer who is not in the same department as the employee receiving discipline. Furthermore, the Skelly Officer shall not be a participant in the disciplinary action or a witness to event(s) giving rise to the disciplinary action. The Skelly Officer makes a recommendation to the department director as to whether the disciplinary action should be sustained, modified in some way, or revoked.

- 2.3 After receiving the recommendation from the Skelly Officer following the Skelly meeting, or if the employee elects to respond in writing, does not respond in writing, or is untimely in responding in writing (or requesting to respond orally), then the City shall issue a Notice of Discipline or a notice rescinding the notice of intent to discipline.

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

3. **Post-Discipline Appeal Procedure for Disciplinary Actions Other than Reprimand.**

An employee may within fourteen (14) days appeal the Notice of Discipline as follows:

Personnel Board. A disciplinary action appeal to the Personnel Board shall be under Personnel Rule IX (Appeals-Hearings) as existing as of July 1, 2021, or under applicable Personnel Rules as amended from time-to-time. Any action by the Personnel Board is advisory to the City Manager. The City Manager or designee will then issue a final decision within fourteen (14) days of receiving the recommendation and may, but is not required, to accept the Personnel Board's recommendation. In the event the City Manager/designee does not accept the Personnel Board's recommendation, then the Personnel Board may submit, within fourteen (14) days of the City Manager's decision a recommendation to the City Council for the Council's review and the City Council shall take action as described in Personnel Rule IX (Appeal-Hearings) Section 5 as existing as of July 1, 2021, or as may be amended from time-to-time.

OR

Arbitration. The Union may request arbitration in lieu of a presentation to the Personnel Board. 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, the Union shall strike first if the coin lands heads-up and the City shall strike first if the coin lands tails-up.

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Thereafter, the parties shall alternatively strike arbitrator names from the list until one name remains. Any fees and expenses 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 discipline appeal. 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 this MOU. Copies of the decision will be furnished to both parties.

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit the decision to the scope, application and interpretation of the provisions of this MOU and may issue no decision that would require either party to violate existing law.

ARTICLE VII- RESOLUTION

VII A.TERM OF AGREEMENT

This Memorandum of Understanding shall be in full force for four years, commencing July 1, 2021 and ending June 30, 2025.

VII B.CONTRACTING OUT

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

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

VII C.AGREEMENTS FURNISHED

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

VII D.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, 2025; However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The Parties further

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agree that commencing in August, 2021, they shall update any or all provisions of the MOU on a “meet and agree” basis to update the agreement, remove out-of-date content, improve its reading comprehension or make any other mutually agreed-upon changes to the MOU.

VII E. 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 findings shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

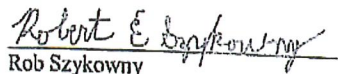
VII F. RETROACTIVITY

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.

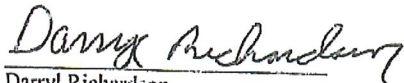
VII G. NO STRIKE/NO LOCKOUT PROVISION

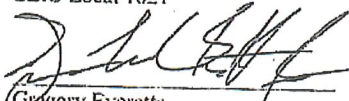
During the term of this Memorandum of Understanding, the Union shall not engage in any strike, work stoppage, work slowdown, or job action against the City; and the City shall not engage in any lockout of Union members.

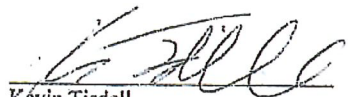
For the Union:

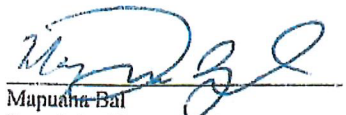

Rob Szykowny
Chief Negotiator
SEIU Local 1021


Yen Do
Field Representative
SEIU Local 1021


Darryl Richardson
Field Representative
SEIU Local 1021

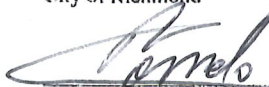

Gregory Everetts
President
Richmond Chapter, SEIU Local 1021

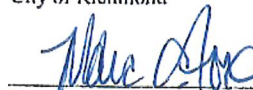

Kevin Tisdell
Vice-President
Richmond Chapter, SEIU Local 1021


Mapuana Bal
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

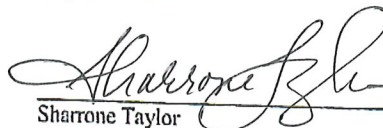
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ATTACHMENT A

**CITY OF RICHMOND
SEIU PART-TIME AND INTERMITTENT EMPLOYEES
EFFECTIVE JANUARY 1, 2021
RICHMOND MINIMUM WAGE INCREASE**

Job Description	Range	Step 1 Min	Step 2	Step 3	Step 4	Step 5 Max
		(Hourly)	(Hourly)	(Hourly)	(Hourly)	(Hourly)
ADMINISTRATIVE STUDENT INTERN	566	15.54	17.20	18.81	20.51	22.07
AQUATIC ASSISTANT	524C	16.64				
AQUATIC INSTRUCTOR	525D	16.64	17.48			
AUDITORIUM AIDE	546B	16.64	17.47	18.36	19.27	20.22
COMMUNICATIONS DISPATCHER II	410C	31.37				37.22
LEARNER COORDINATOR	282A	25.38	26.40	27.56	28.76	30.12
LIBRARY AIDE	650A	17.55	18.43	19.36		
LIBRARY PAGE I	652A	15.21	16.04	16.82		
LIBRARY PAGE II	654A	16.64	17.48	18.36		
LIFEGUARD	546A	16.64	17.48	18.36	19.27	
MAINTENANCE AIDE	879	15.23	16.12	17.00	17.90	18.79
OFFICE AIDE	622	16.64				
OFFICE CLERK-CASHIER	627	15.21	16.04	16.82	17.70	18.63
PARATRANSIT AIDE	656A	16.64				
PARK STEWARD	879	15.23	16.12	17.00	17.90	18.79
POLICE CADET	503	15.21	16.04	16.82	17.70	18.63
PUBLIC SERVICE SUPPORT LIBRARIAN AIDE	535	18.43				
PUBLIC SERVICE SUPPORT LIBRARIAN	282	26.96	28.18	29.43	30.62	32.09
RECREATION PROGRAM AIDE	540	15.21	16.04	16.82	17.70	18.63
RECREATION PROGRAM LEADER	546B	16.64	17.48	18.36	19.27	20.25
RECREATION PROGRAM SPECIALIST	544A	19.27	20.24	21.23	22.30	23.41
SCHOOL CROSSING GUARD	860A	16.64				
SENIOR LIFEGUARD	546B	16.64	17.48	18.36	19.27	20.25

ATTACHMENT B

CITYWIDE SERVICE QUALITY COMMITTEE

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

Therefore, SEIU Local 1021 and the City shall form a committee to work together in good faith to assess, monitor and improve service delivery for the residents of the City of Richmond. The committee will include representatives of SEIU Local 1021 and Local 21 and shall be broadly representative of the various City departments and shall be chaired by the City Manager or designee. The committee shall meet regularly, at least once per quarter, to assess how well City services are delivered and to:

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

The committee shall operate by consensus. A maximum of five (5) representatives of SEIU Local 1021 (two standing members and three subject matter experts) and five representatives of Local 21 shall participate in the committee.

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

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

ATTACHMENT C

DEFINITIONS

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

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

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 8:30A.M. until 5:00P.M.

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

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

IMMEDIATE FAMILY: The immediate family of an employee shall include: wife, husband, mother, father, grandmother, grandfather, sister, brother, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchild, stepfather, stepmother, legal guardian, grandchildren, aunt, uncle, domestic partner, as defined, and all minors living as a member of the family. In unusual cases, the City Manager may make exceptions to these restrictions.

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

Memorandum of Understanding

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

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

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

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

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

WORKERS COMPENSATION CLAIM: If an employee is injured on the job or becomes ill due to work related conditions, the employee must report this to their supervisor as soon as possible. The supervisor will provide the employee with the necessary claim forms and a pamphlet on employees' Workers Compensation rights. For more information, see Article III, Section B.9. of this MOU and the City's Health and Safety Manual.

ATTACHMENT D

WEINGARTEN RIGHTS

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

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

ATTACHMENT E

Personnel Rule IX. Appeals-Hearings

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

Section 1. Purpose

It is the purpose of this rule to provide a fair, orderly procedure whereby an employee shall have the right to appeal to the Personnel Board relative to any situation bearing upon their employment status or conditions of employment. However, it is expected that they have exhausted all other means within the City service. It is further the purpose of this rule to provide for informal hearings to the maximum extent consistent with fairness to both the appellant and the City. An employee has the right to appear before the Board with or without counsel. In all complaints and appeals, the employee shall have the right and duty to state the nature of and the reasons for their complaint or appeal, to present their point of view, to direct such questions as are proper to any employee or officer of the City who is involved and shall, in turn, be required to answer such proper questions as the Board and any employees or officers of the City may direct to them, provided such questions shall further the findings of fact in the case. In no case shall the Board be required to observe formal rules of evidence.

The Board or employee may require verbatim minutes to be taken of any hearing.

Section 2. Procedure for Requesting Hearing on Complaints

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

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

Memorandum of Understanding

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

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

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

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

Section 4. Investigation and Hearings

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

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

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

The "Statement by the Chair of the Personnel Board, Discipline Hearing" and the "Statement by the Chair of the Personnel Board, Grievance Hearing" are incorporated by reference into the Personnel Rules.

Section 5. Personnel Board's Disciplinary Recommendation to the City Council

Pursuant to City Charter XIII, Section 7(a), once the Richmond Personnel Board has heard an employee's appeal of a disciplinary action, the Board makes a recommendation and submits it to the City Manager. If the City Manager does not agree with the Personnel Board, the Board (not the employee nor the Union) may submit its recommendation to the City Council for its review.

Memorandum of Understanding

The City Council will receive the Board's written recommendation, the City Manager's written decision with a rationale for their action, and the original letter of discipline to the employee. The Council will meet in executive session with the Chairperson of the Personnel Board and one other member of the Personnel Board to present the Personnel Board's position. The Council's meeting will not be a de novo hearing. The employee and their representative will not be included in the meeting.

The City Council may overrule the Personnel Board's recommendation by two thirds vote and support the City Manager's decision or accept the Personnel Board's recommendation.

The City Council's decision is the final decision by the City and will be announced in public session.

ATTACHMENT F

CLASSIFICATIONS AND THEIR REQUIRED CERTIFICATIONS. CLASSES AND CERTIFICATIONS MAY BE ADDED AND DELETED FROM THIS LIST AS REQUIRED.

CLASSIFICATION

Recreation Specialist

Paratransit Driver

Aquatics Positions

CERTIFICATION

CPR

CPR, First Aide, Class B Driver's
License with Passenger Endorsement

See following page

Memorandum of Understanding

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