

RESOLUTION NO. 168-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF RICHMOND AND MID-MANAGERS ASSOCIATION,
REPRESENTED BY IFPTE, LOCAL 21**

WHEREAS, the Mid-Managers Association is represented by the International Federation of Professional and Technical Engineers (IFPTE), Local 21; and

WHEREAS, the City and IFPTE, Local 21 are required under the Meyers-Miliias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the City and IFPTE, Local 21 having met and conferred in good faith reached a total tentative agreement on a successor collective bargaining agreement for the Mid-Managers Association; and

WHEREAS, the successor collective bargaining agreement has been ratified by the membership of IFPTE, Local 21 and the City Council is required to adopt the successor collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Richmond adopts the collective bargaining agreement set forth in Exhibit A between the City of Richmond and the Mid-Managers Association represented by IFPTE, Local 21 and directs the City Manager or designee to update the publicly available salary schedule with the adopted wage increases during the term of the collective bargaining agreement.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held on December 2, 2025, by the following vote:

AYES: Councilmembers Bana, Jimenez, Robinson, Wilson, Vice Mayor Zepeda, and Mayor Martinez.
NOES: None.
ABSTENTIONS: None.
ABSENT: Councilmember Brown.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND

Approved:

(SEAL)

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 168-25**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 2, 2025.


Pamela Christian, Clerk of the City of Richmond



MEMORANDUM OF UNDERSTANDING

between

The City of Richmond, California

and

**The Mid-Management Bargaining Unit
International Federation of Professional and
Technical Engineers (IFPTE), Local 21**



July 1, 2025 – June 30, 2028

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF RICHMOND
And the
*International Federation of Professional and Technical Engineers, Local
21, AFL-CIO*
2025-2028

ARTICLE 1 RECOGNITION

1. The City recognizes the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, (IFPTE, Local 21) as the sole and exclusive representative for those Bargaining Unit classifications listed in Attachment A.

ARTICLE 2 GENERAL PROVISIONS

2. The International Federation of Professional and Technical Engineers Local 21 shall be referred to herein as the "Union."

ARTICLE 3 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

ARTICLE 4 UNION RIGHTS

Access to New Employees

4. City of Richmond shall provide the Union written notice of, and access to, new employee orientation/onboarding meetings and information, as set forth below.

- A. Written Statement for New Employees: Within one (1) week of the new employee's start date, the Employer will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union stating the employee's classification is represented by the Union and the name and contact information of a staff representative of the Union.
- B. Notice: The Employer shall provide at least ten (10) business days' written notice, by email to addresses that the Union shall provide to the Employer, of all new employee orientations and onboarding meetings, whether the orientation takes place in person, online or through any other medium in which Employer personnel advise one or more new employees of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The notice provided to the Union will include the date, time, and location of the orientation/onboarding meeting(s).
- C. Access: At all orientation/onboarding meetings as defined in part B above, the Union shall be afforded up to thirty (30) minutes to meet privately with all Local 21- represented new employees who are present, without Employer-personnel or any other persons present, to make a presentation about the Union. Up to two of the Union's representatives may be bargaining unit members, and such bargaining unit members shall be granted paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Human Resources Director.
- D. Process for New Employees Whose Onboarding is One-on-One or Otherwise Not at a Group Meeting: To the extent that a new employee's onboarding/orientation process is individualized for that new employee, and/or to the extent that a new employee for any reason does not within thirty (30) days of beginning work, attend a group orientation or onboarding meeting satisfying parts B and C above, the following alternate provisions shall apply:
1. The Employer shall notify the Union and the new employee of a proposed thirty (30) minute time slot, during normal working hours, for up to two Union representative to meet privately with (and provide materials and information to) the new employee, without Employer-personnel or any other persons present. Up to two of the Union's representatives may be bargaining unit members, and such bargaining unit members shall be granted paid release time sufficient

to cover the Union's presentation and travel time.

2. The Union may notify the Employer that the proposed thirty (30)-minute time slot to meet for Union orientation is unworkable, and in such event propose an alternate time.
 3. Attendance at the agreed on date, time, and location of the Union orientation is mandatory for new employee(s).
- E. Information Exchange: Within thirty (30) days of hiring an employee, or promoting an employee into the bargaining unit, or an employee separating, or by the first pay period of the month following hire, promotion, or separation, the Employer will provide IFPTE Local 21 with the below listed information in a digital or other usable data format:
1. Name
 2. Job Title
 3. Department
 4. Work Location
 5. Telephone number(s) [work, home and personal cellular]
 6. Personal email addresses on file
 7. Home Address
 8. Service Date
 9. Date of hire, promotion, or separation
 10. Work email address
 11. Salary step
 12. Hourly base wage

The City will also provide the Union with a list that includes all the data above for all employees in the bargaining unit once each quarter (July, October, January, April) in a digital or other usable data format (preferably in .csv format). The July report shall include each employee's current pay differentials and/or specialty pays.

Stewards

5. The Union may designate up to ten (10) members as its stewards 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.

Stewards' Release Time

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

Negotiating Team

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

Bulletin Boards

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

Notice of Intent to Contract Out Bargaining Unit Work

9. The City will notify the Union at least forty-five (45) days in advance of any action proposed by the City to contract or subcontract work where such work is currently or customarily performed by any of the classifications represented herein. As used herein, the term "action" includes contracting with temporary agencies. Notification shall be accompanied by a list of the affected positions, if any. If the Union wishes to meet with the City over the City's proposed action, the Union will notify the City in writing within ten (10) days of receipt of the City's notice. The Union will forward a copy of its notice to the appropriate Department Head.

Artificial Intelligence

10. Statement on AI. The Union and the City recognize the potential for AI tools and technology to improve working conditions and enhance public service delivery. At the same time, the parties recognize the City's vital role as an employer in the regional economy, and the City values its human workforce and does not want AI to replace City employees. As such, the City agrees to provide the Union with at least 14 calendar days prior written notice of planned utilization of AI tools and technology that foreseeably may have an adverse effect on the terms and conditions of employment for bargaining unit members.
11. Limited Reopener. To further the parties' continued discussions on AI in the workplace, upon the Union's written request, the City agrees to meet and confer

with the Union in June 2026, or another time mutually agreeable to the parties, on the emerging use of AI tools and technology at the City of Richmond and possible effects of such tools and technology on bargaining unit work. The Union agrees to provide all affirmative proposals to the City two (2) weeks prior to the first meeting.

ARTICLE 5 DISCRIMINATION PROHIBITED

12. 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.
13. It is agreed that the City's Affirmative Action Plan is to be used as a reference to this section, but is not subject to the grievance or arbitration provisions of this Memorandum of Understanding.

ARTICLE 6 UNION DUES

Dues Deductions

14. Upon written certification by the Union that an employee has signed a union dues deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by IFPTE Local 21, and remit such dues or fees promptly to the Union. Deductions will continue, subject to the below subsection 12, unless the Union informs the City dues shall not be deducted by providing an updated written certification.
15. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
16. 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 deductions, or at a later date as specified by the Union to coincide with the end of a pay period.

17. The City of Richmond has designated all employees in the Human Resources Department as confidential employees as that term is defined by the Meyers Milius Brown Act (MMBA), and that certain members of this bargaining unit assist in Labor Relations activities, including gathering and organizing documents, responding to request for information and preparing for bargaining, which includes providing feedback on the City's bargaining proposals.

Indemnification

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

ARTICLE 7 SALARIES

Direct Pay for Services

Salary Adjustments

19. Effective the pay period including July 1, 2025, the City shall increase the monthly pay for all employees in the bargaining unit by 5.0% of the monthly pay rate in effect before such increase takes effect.
20. Effective the pay period including July 1, 2026, the City shall increase the monthly pay for all employees in the bargaining unit by 5.0% of the monthly pay rate in effect before such increase takes effect.
21. Effective the pay period including July 1, 2027, the City shall increase the monthly pay rate for all employees in the bargaining unit by 5.0% of the monthly pay rate in effect before such increase takes effect.

Salary Increase

22. First line management employees' salaries will maintain a fifteen percent (15%) differential over the base salary of the highest paid Local 1021 (or general) employee they supervise. A first line supervisor is an employee who does not

have any subordinate supervisors working for him/her.

23. When an employee receiving the differential is no longer supervising a Local 1021 employee requiring the fifteen percent (15%) differential, the employee's salary will revert to the appropriate step of their classification.
24. Positions certified by the Human Resources Department as bilingual in Spanish and other City-approved languages other than English will receive \$200.00 per month bilingual pay. An employee may be certified as bilingual for purposes of this article based on written and/or oral communication skills in City-approved languages other than English.
25. Library employees who work between the hours of 5:00 P.M. and 9:00 P.M. shall receive ten dollars (\$10.00) per pay-period above their individual salary rate as additional compensation for those hours worked between 5:00 and 9:00 P.M. The ten-dollar differential shall be paid only for pay periods in which the employee works past 5:00 P.M.
26. When assigned to work five or more hours between the hours of 4:00 P.M. and 12:00 midnight, the Custodial Supervisor will receive an additional five percent (5%) above their individual salary rate. If assigned to work five or more hours between the hours of 12:00 midnight and 8:00 A.M., the Custodial Supervisor will receive an additional seven and a half percent (7½ %) above their individual salary rate.
27. The Construction and Maintenance Supervisor assigned to the Sewer Crew shall receive a five percent (5%) differential above their base pay.

Longevity Pay

28. Effective the first full pay period after Council approves this MOU, employees shall receive longevity pay as follows:
29. Upon completion of 10 years of permanent service at the City, an employee shall receive longevity pay in the amount of an additional 1.0% of base pay effective the first full pay period following their tenth anniversary date.
30. Upon completion of 15 years of permanent service at the City, an employee shall receive longevity pay in the amount of an additional 2.0% of base pay effective the first full pay period following their fifteenth anniversary date, increasing their total longevity pay to 3.0%.
31. Upon completion of 20 years of permanent service at the City, an employee shall

receive longevity pay in the amount of an additional 2.0% of base pay effective the first full pay period following their twentieth anniversary date, increasing their total longevity pay to 5.0%.

Acting Pay

32. The Department Head must obtain official written approval through normal procedures, including a Personnel Action Form, when the Department Head intends to have a subordinate employee work temporarily in a higher paid classification. The Department Head must ensure that the employee who is to temporarily relieve in a higher paid classification must assume all or substantially all of the duties and responsibilities of the higher paid classification and fulfill those duties for a period of five days before the Department Head attempts to obtain approval for such appointment. Upon completion of the fifth day of an employee assuming substantially all of the duties and responsibilities of the higher classification, the employee will receive a five percent (5%) differential or the entry step in the higher range, whichever is greater, retroactively to the first day of acting in the higher position. If the employee's anniversary date should occur during a period of acting in the higher position, the employee's acting pay will be increased an additional five percent (5%) from said anniversary date. Such assignments shall be for a specific period of time, as indicated on the Personnel Action Form but not to exceed one year. Prior to an acting assignment reaching one year the Director of Human Resources will review the need for the position and determine whether an examination should be conducted to permanently fill the position, or the acting appointment should be terminated.
33. The Department Head shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification. When acting as a Department Head or supervisor of a special staff office (such as Redevelopment Director) the person in the acting capacity will receive a ten percent (10%) salary differential.
34. City Manager's Authority to Appoint In Acting Capacity. If a vacancy occurs in an Assistant Department Head, Division Head, or a similar administrative position and in the absence of an appropriate employment list, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human Resources, to a position in such a class in an

acting capacity, such appointment to be designated "acting" followed by the appropriate class title.

35. Generally, an employee who is relieving an Assistant Department Head, Division Head, or a similar administrative employee, when the relieving employee is paid salary commensurate with their duties and their position description includes acting as Department Head, shall not be promoted temporarily to the higher paid classification in the same division or department. However, the City Manager, in their discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

Definition of Class

36. 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 class; (b) the scope and level of duties and responsibilities are similar; (c) the same qualifications and tests of fitness may be required of all incumbents; and (d) the same salary rate or range can apply with equity under substantially the same working conditions.

Use of Classification

37. The listing of classifications by range number or by organization unit is not restrictive. Classifications of positions may be used in any organizational unit of the City government that is judged to be proper by the City Manager.

Salary Designations

38. The salaries herein established are on a monthly basis, except as where otherwise designated.

Advancements and Promotions

39. Salary advancements shall be made in conformance with the salary plan contained within this agreement and in conformance with the provisions of the City Charter and Personnel Rules as these relate to salary advancement and employee promotion.

Effect of Certain Personnel Actions Upon Salaries

40. An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive their present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive their present salary. Such continuations of present salaries shall be designated as a "Y" rate. When an employee on a "Y" rate vacates their position, subsequent appointments to that position shall be made in accord with the salary ranges established by this agreement.

Promotion - Effect On Rate of Compensation

41. Whenever an employee is promoted to a higher class, they shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class and is at least five percent (5%) higher than their previous salary.

Demotion

42. The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary, for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the recommendations of the Department Head and the Director of Human Resources.

Effect of Leave Of Absence Without Pay Upon Anniversary Date

43. An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a service year shall have their anniversary date advanced by the number of days in excess of thirty (30) days.
44. A service year is the twelve-month period beginning when an employee is first hired, or on the day when an employee is promoted to a higher classification.
45. An employee's service year does not change if the employee's job is reclassified.
46. Step Increases and Vacation Accruals Affected by New Anniversary Date. When an employee's anniversary date is advanced because of leaves of absence without pay, the employee shall receive future step increases based upon their new anniversary date. An employee's rate of accrual of vacation will also be based on the new anniversary date.
47. Leave of absence for a period totaling less than 30 days without pay in the given

service year shall have no effect upon the employee's anniversary date.

Eligibility for Salary Advancement

48. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of their classification. Annual advancement shall not be automatic but shall depend upon the completion of a satisfactory performance evaluation, approved by their Department Head.
49. If a unit employee's performance evaluation is not completed and given to the employee within sixty (60) days after its "due date" and the employee is eligible for a step increase, the step increase shall be automatically granted.
50. Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. 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 Classified Service for good and sufficient reasons in accordance with Personnel Policies and procedures.

ARTICLE 8 INDIRECT PAY AND ALLOWANCES

Retirement System

51. Effective January 1, 2005, the City shall contribute on behalf of each employee, in classes covered by this agreement, one-half of the employee's eight percent (8%) contribution to the Public Employees Retirement System (PERS). This Employer Paid Member Contribution ("EPMC") shall be treated as special compensation under CalPERS "Pay and Report the Value of EPMC" provision. Employees shall be responsible for paying the remaining one-half of their contribution. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee-paid PERS contributions.
52. Effective July 1, 2005, the City shall cease its contributions to the employee's share of CalPERS cost and will cease reporting the value of "EPMC." Employees shall be responsible for paying the full amount of their required PERS contribution.

Deferred Compensation

53. A Deferred Compensation Program as established by the City Council is available to all employees employed in regular or limited-term positions. Such

programs are hereby incorporated by reference.

Insurance

Medical Plans

Employee Health Insurance Contribution

54. Effective the payroll covering the first of the month following adoption of the 2021-2025 MOU, the City amended the employee contribution toward health insurance from \$125 per month to \$50 per month.

Employee Retiree Health Insurance Pre-Funding Trust Contribution

55. Effective the first full pay period following City Council adoption of the 2021-2025 MOU, the City amended employees' retiree medical benefit pre-funding trust contributions from \$100 per month to be determined by the second-step annual base wage for their current job classification. The contribution amounts are as follows:
 56. Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.
 57. Employees in job classifications with annual second-step base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.
 58. Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.
 59. These payments shall occur as payroll deductions and shall be tax-free to the extent allowed by law.
 60. Part-time employees in the bargaining unit shall make monthly retiree medical benefit pre-funding trust contributions on a pro-rata basis. As an example, this means that a part-time employee in a job classification with a second step making less than \$60,000 per year who works a three-quarters time schedule (28.125 hours per week) would pay \$37.50 per month to the trust.
 61. The City contracts 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.

62. The City shall pay \$20.00 per month to PERS on behalf of each active employee. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the minimum rate required by PERS regulations. In the event PERS requires an additional minimum employer payment for retirees in excess of \$1.00 per month, the City and the Union will meet and confer regarding payment of such additional amounts during the term of this agreement.
63. Active employees benefit account: In addition to the contributions listed above, the City shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less \$20.00, or any other less expensive medical plan included in PERS. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. If any employee chooses a plan more expensive than the Kaiser North medical plan, the City contribution shall be no more than the Kaiser North premium, less \$20.00, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee. For the term of this Agreement only, the City shall pay any increased premiums in the Kaiser North medical plan or plans that are less expensive.
64. The City shall not treat the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.
65. 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 carriers' rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made.
66. Retired Employees: Effective November 5, 1999, a monthly payment of \$244 shall be made to each retiree without dependents at the time of retirement or \$364 if the

retiree has one or more dependents, provided that the retiree meets the eligibility requirements below. When a retiree or dependent becomes eligible for Medicare benefits, the monthly payments made to each retiree shall be \$202 and \$304 respectively. Notwithstanding the above, when the medical insurance premium for the retiree or the retiree and their dependents is less than the appropriate amount designated above, then the City shall only be obligated to pay to the retiree an amount equal to 100% of the actual medical premium.

- 67. After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Article 8, paragraph 66 shall be reduced by \$1.00 monthly until the monthly reduction reaches \$20.00.
- 68. To be eligible for the benefits of this section, the retiree must (1) retire on or after the implementation of this section and within 120 days of separation from the City payroll, and (2) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

Age	55+	54	53	52	51	50
Full-time Service with City	10	12	14	16	18	20

- 69. The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS Medical program, with the exception that if the retiree goes from having one or more dependents to having no dependents, the amount shall be reduced from \$364 to \$244 or the corresponding decrease (\$304-\$202) if they are Medicare eligible. If the retiree fails to report the change in status to the City within 30 days of its occurrence, they shall be liable for refunding the excess amounts received.
- 70. If a retiree qualifying for benefits above is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City), said surviving spouse shall receive all the benefits described above and be subject to the same administrative procedures.
- 71. Any employee who retired on or after July 1, 2007, shall receive a monthly retiree medical contribution effective October 1, 2008 in the amount of \$394 for employee only or \$514 for employee plus one or more dependents. The City will increase its contribution by 5% each remaining year of the MOU. Effective January 1, 2009, the monthly retiree medical contribution will therefore be \$414 for employee only or \$540 for employee plus one or more dependents. Effective January 1, 2010, the monthly retiree medical contribution will therefore be \$435 for employee only or \$567 for employee plus one or more dependents. The annual 5% increase in the retiree medical reimbursement, and its application to retirees shall continue

subject to negotiations between the parties, after the expiration of this MOU on June 30, 2010.

Cafeteria Option

72. Waiver/Opt Out of Medical Coverage. An employee who provides proof of alternate health insurance coverage which is Patient Protection and Affordable Care Act (ACA) compliant, may opt-out of the City's medical insurance coverage. An employee that opts-out of the City's medical insurance coverage shall receive one hundred fifty dollars (\$150.00) per month for employee-only health insurance coverage or two hundred dollars (\$200.00) per month for employee plus one or more dependents health insurance coverage. This option is available upon initial employment and at the annual insurance benefits "open period." In the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs. Employees receiving the \$150/\$200 credit in lieu of benefits may apply the credit towards the IRS Section 125 Flexible Benefits Plan described in below, or receive the \$150/\$200 as a taxable addition to their salary.

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

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

- f. The compensation for opting out cannot be made if the City knows or has reason to know that the employee or a member of the employee's Tax Family does not have alternative minimum essential coverage.

Dental Plan

- 73. The City shall contribute the full premium toward group dental plan benefits for employees and dependents including \$1,500 maximum towards dental benefits and a \$2,000 maximum for orthodontics and adult orthodontic coverage.
- 74. Permanent part-time employees shall be entitled to participate in the dental plan provided that said employees, and not the City, will pay the premium charge for the dental plan.

Vision Plan

- 75. 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.
- 76. Permanent part-time employees working 20 hours or more a week are eligible for this benefit.

Life Insurance

- 77. The City shall provide a group life insurance program providing for term life insurance equal to two times the employees' annual salary, to a maximum of two hundred and fifty thousand dollars (\$250,000).

Disability Insurance

- 78. The City shall provide a Long Term Disability insurance program for full time classified employees. This program shall include payment of sixty percent (60%) of an employee's monthly salary for a maximum monthly benefit of \$5,000 after a 30-day waiting period. Disability insurance payments shall not extend beyond age 65 for disabilities caused by accident, and for a period not to exceed five years for disabilities caused by illness, subject to the insurance carrier's limitations.

Flexible Benefits Plan

- 79. The City has established a Flexible Benefits Plan under the provisions of IRS Section 125. The Flexible Benefits Plan will be available to all bargaining unit

employees.

80. Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan.
81. Options available through the Plan are:
 1. Medical Premiums
 2. Dependent Care
 3. Health Care Reimbursement

Any funds applied to options 1-3 would be tax-free.

Employee Assistance Program

82. 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.
83. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling and crisis intervention. The City will contract with an Employee Assistance Program to provide up to five counseling visits without cost to the employee, per fiscal year.
84. Eligibility. The EAP is available to all bargaining unit employees and their families.
85. Referrals. Referral procedures will be designed to facilitate (a) self-referrals, (b) management referrals, (c) union referrals, (d) medical referrals, and (e) family referrals. After seeing a particular individual, the program may refer the client to other agencies, services or facilities, when appropriate. The ultimate decision to accept assistance through the program shall be reserved to the individual employee, but management may refer employees to the program.
86. Confidentiality. In the case of management referrals, the City shall, upon request, be informed of employee attendance in the program and whether the employee completed the program successfully. All other information shall be strictly confidential and shall be released only when requested by the employee.
87. 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.

88. Report and Evaluation. At least once every calendar year, the parties shall conduct a review of the EAP to evaluate utilization and potential areas of improvement.
89. 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.

Allowances

90. Meal Allowance. A \$10.25 meal allowance shall be afforded each employee, who works four hours or more beyond their normal workday. Only one meal allowance will be allowed for any continuous period worked.
91. Professional Development Package. Upon the submission of appropriate documentation to the City, employees represented by the Union shall be entitled to receive up to \$750 per fiscal year for personal and professional development, to include computer hardware or software and health related items (e.g., club dues or athletic equipment). Effective the first full pay period after Council approves this MOU, an additional \$500 reimbursement is available for employees represented by the Union to use in the 2025/2026 fiscal year. Effective July 1, 2026, employees represented by the Union shall be entitled to receive up to \$1,250 per fiscal year. Any amounts not used by the end of the fiscal year, (June 30) shall not be carried to the succeeding fiscal year.

Certifications

92. Any Public Works Superintendent assigned in the Waste Water Division shall be entitled to an additional five percent (5%) in salary by possessing a valid Grade 5 Waste Water Treatment Plant Operation Certificate issued by the State of California.
93. The City will reimburse each employee in a professional engineering classification the cost of professional registration and licensing certificates.
94. The City will contribute up to \$50 per year for each employee in a professional engineering classification toward annual professional association dues. Professional associations for which this contribution will be made must be approved in advance by the Department Head.

95. The City will reimburse each employee in a professional engineering classification in an amount not to exceed \$30 for the purchase of an electronic calculator to be used by the employee in the performance of their work. The reimbursement shall be on a one time and non-repetitive basis.
96. Any parks superintendent, senior supervisor or supervisor who is professionally trained and holds a valid hazardous materials application certificate shall receive an additional five percent (5%) of base salary.

Safety Shoes

97. City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety shoes. Parties agree that such reimbursement shall be related to those classes of employees who have need of safety shoes in the performance of their duties. Parties further agree that evidence of purchase must accompany requests for such reimbursement. Employees to whom the City provides safety shoe reimbursement shall be required to wear them in the course of their work.

ARTICLE 9 LEAVES

Leaves of Absence Without Pay

98. The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.
99. At the City Manager's sole discretion, they may approve a sabbatical for up to one year for employees represented by the Union to encourage professional or personal development for an employee with six or more years of City service. Union and the City agree that the City shall only provide medical, dental and vision benefits during the sabbatical. Sabbatical is not a right but a privilege and is not an expected benefit for every employee.
100. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
 1. They make written request of their Department 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.
101. 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.
102. Failure on the part of an employee to report promptly at the expiration of their leave may be considered a cause for disciplinary action or discharge.
103. An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. This computation applies only to the anniversary date for determination of vacation leave accrual. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date.
104. 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. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific approval of the City Council.
105. All employees are expected to be at work each day, or inform their supervisor of each day they will be absent. An unexcused absence of three consecutive days or more shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.
106. If the employee or an authorized representative of the employee contacts the City Director of Human Resources within 15 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee within 15 working days. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

Bereavement Leave

107. Employees shall be eligible for bereavement leave under the provisions specified below. Use of leave under this article runs concurrent with leave under Administrative Policy 313.
108. Upon the death of an employee's "family member" as that term is defined in this section, the employee shall have a right to take up to five (5) days of bereavement leave for each such death. The days of bereavement leave need not be consecutive. The bereavement leave shall be completed within three months of the date of the death of the family member.
109. Up to four (4) workdays of bereavement leave shall be paid. The remainder of the five (5) days of bereavement leave shall be unpaid, except that an employee may use vacation, sick leave, or other paid leave that is otherwise available to the employee.
110. Usage of the foregoing provisions of this section shall be subject to the approval of the Department Head or designee or, City Manager or designee.
111. One (1) day of paid bereavement leave is available for relatives not meeting the definition of "family member" as defined in this section. These would include nieces, nephews, and cousins.
112. "Family member" is defined as spouse, child, stepchild, parent, step-parent, guardian, grandparent, grandchild, uncle, aunt, sibling, step-sibling, parent-in-law, minors living as a member of the family, and domestic partners.
113. Domestic partners are two adults who have chosen to share their 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.
114. Absence by eligible employees due to the death of persons other than those specified in this Section shall be taken either in no-pay status or as vacation, administrative leave, or other paid leave that is otherwise available to the employee, except sick leave, in amounts needed.

Sick Leave

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

116. Accrual Rate for Other Than Full-Time Employees. Each employee working on an intermittent or part-time basis and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment, shall be entitled to a pro-rated sick leave based upon their date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40-hour work week and who have averaged 37-1/2 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.
117. Each permanent part-time employee shall be entitled to pro-rated sick leave based upon their date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40 hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work weeks per year shall be entitled sick leave provisions.
118. A part-time worker 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.
119. Exclusions from Sick Leave Provisions. All full-time and permanent part-time employees of the Classified Services shall be entitled to sick leave as specified in the preceding paragraphs except the following:
 120. Employees who work on an intermittent or part-time basis and who have worked less than 1,200 hours in the preceding calendar year.
 121. Payment for Unused Sick Leave. Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

122. Conversion of Sick Leave to Pension Credits. Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20862.8 of the California Government Code.
123. General Provisions. Each eligible employee may use sick leave to care for a member of his/her immediate household (spouse, child, domestic partner) and for a parent living outside the home who is incapacitated through illness or injury. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions. Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.
124. A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or Department Head and at such time thereafter during the same sick leave as the City Manager or Department Head shall deem necessary. In any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.
125. Each Department Head is responsible for insuring that these sick leave provisions are neither abused nor misused. This requirement shall include, but is not limited to, maintenance of simple, accurate written records, which are subject to audit.
126. Sick leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employee's sick leave.

Parental Leave

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

127. All new parents, shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted to the birth parent with appropriate medical documentation. During this leave the City will continue to pay the premium for the 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.
128. All parents granted a leave of absence as described above, shall receive four (4)

weeks of paid leave as part of their parental leave.

Family and Medical Care Leave

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

Jury Duty

130. A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full pay leave during actual jury services. The following shall apply:
131. All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
132. 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.
133. Such leave may be based upon, but is not limited to, coroner, municipal court, county superior court, and federal jury duty.
134. Employees shall pay immediately to the City such amounts of money as they receive as per diem, but shall be entitled to keep such mileage payments as are made to them.
135. 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.

Military Leave

136. Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the Department Head the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves extended active duty in the military (including annual reserve training), the City will pay the difference between the employee's City pay and their extended

active duty pay for a period of up to twelve months, if the employee's City pay is higher than the military pay. If the employee applies to the Public Employee Retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period of up to twelve months.

- 137. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer or other action not related to military leave.
- 138. This section, Military Leave, shall not apply to any employee in a class covered by this Memorandum of Understanding, who was a City employee on July 1, 1981, and as of that date, was an active member of a reserve military unit.

Vacation Leave

139. Rate at Which Vacation Leave Shall Accrue for Full-Time Employees. Each employee working on a full-time basis shall accrue vacation at the rates specified below beginning with the date of original appointment.

140. The authorized annual vacation leave for employees shall be:

<u>WORKING DAYS</u>	<u>YEARS OF SERVICE</u>
10	1-3
15	4-10
20	11-15
25	16-30
30	30 thereafter

141. Limitation on Vacation During First Year of Service. Each employee working full time in a regularly established continuing position in the Classified Service normally must have served one (1) year continuously in order to be eligible to take vacation leave. When unusual needs exist and after proper formal approval has been obtained, the employee, after six (6) months of continuous service, may be permitted to take accumulated vacation.

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

- 1. At any time during the year when three vacation periods are accrued, the employee will cease earning vacation until the employee has

utilized vacation and their balance has fallen below the maximum accrual, shown below. Each time the three-year maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the three annual vacation period accrual limit.

<u>Years of Service</u>	<u>Maximum Accrual</u>
1-3	30 working days
4-10	45 working days
11-15	60 working days
16-30	75 working days
30+	90 working days

2. No employee shall take more than the equivalent of two annual vacation periods in any one calendar year, except when vacation has been deferred at the request or order of the Department Head and approved by the City Manager, in the best interests of the City government and the employee.

143. Time at Which Vacation Shall be Taken. Vacation usage requests shall be made to the employee's Department Head or designee. The times at which an employee shall take his/her vacation leave during the calendar year shall be determined by the Department Head or his or her designee with due regard for the wishes of the employee and particular regard for the needs of the service.
144. Effects of Holidays and Vacation Leave. In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.
145. The provisions of this section shall not apply to the incumbents of those positions in which holidays, due to the necessity of public health and safety, are normal working days.
146. Effect of Extending Military Leave on Vacation Leave. For the purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.
147. Vacation Amounts at Termination of Active Employment. Following termination of active employment from whatever cause, the City shall pay to the employee or the estate such vacation as was due to the employee at termination or shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination by deduction from severance pay or otherwise.

148. Vacation leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee's vacation balance.
149. Reinstatement. Upon reinstatement or reemployment to the Classified Service, an employee's anniversary date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.
150. Credit for Prior Employment. Employees who occupy professional or managerial positions shall, upon approval by the City Manager, be granted up to ten years of service credit in determining rate of vacation accrual, for professional or managerial experience as specified in the job description of the position held with a prior employer(s).
151. Vacation Sell-Back. Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to five (5) work days of accumulated vacation time. Effective after Council approves this MOU, employees with at least two (2) years of full-time regular service shall have the option to sell back up to ten (10) work days of accumulated vacation time per calendar year. Employees must irrevocably elect to sell back such leave by submitting a form provided by the City no later than November 15 prior to the year of the sell back, consistent with IRS rules. Payment of sold vacation time shall be made on the second payroll in December.

Injury Leave Payments

152. Any City employee, who is unable to work because of bodily injury or illness which occurs while they are acting within the course and scope of their employment, shall be paid their full salary up to a maximum of twenty-six (26) weeks, over a period not to exceed eighteen (18) months, from the date of injury, subject, however, to the following conditions:
153. If any employee exhausts their twenty-six (26) weeks of full pay as described above, and continues to be temporarily disabled, they will be paid the appropriate temporary disability as prescribed by the Workers' Compensation code up to the maximum permitted.
154. When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. They may still be eligible for vocational rehabilitation maintenance.
155. During the time the employee is entitled to receive total temporary disability

compensation payments, the City's liability is in accordance with the law but will not be greater than regular salary.

156. In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability payments or salary continuation. The employee may appeal this decision to the Workers' Compensation Appeals Board.
157. When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that he/she is a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of their position, the employee has the option to immediately apply for a disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels his/her rights are being violated due to their disability may file an internal complaint through the Human Resources Management Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.
158. 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.
159. During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. They may, with the approval of the Department Head, use vacation time, if needed. If a claim is delayed for any reason and the employee is disabled, they may use sick leave until there is a decision on whether the disability is work related.
160. A permanent employee absent from duty on paid injury leave under this Section 9 shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave. This does not apply if an employee is no longer on salary continuation (off payroll) receiving temporary disability benefits.
161. A probationary employee will have their probationary period extended the same amount of time they are off work due to injury leave.
162. 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.

163. 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.
164. An employee may be seen by a doctor of their choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources Management prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

Court Appearances

165. 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.
166. 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.

Administrative Leave

167. Employees represented by the Union shall be eligible to receive seven days of Administrative Leave each Fiscal Year. Administrative Leave must be used in full day increments and may not be cashed out or carried over the following year.
168. Administrative Leave will be available after six months employment pro-rated for newly hired employees who have worked less than a full fiscal year. Administrative Leave will be pro-rated for those employees, but it still must be used in full day increments. After six months employment the employee will be credited with four days Administrative Leave and will receive one additional day for each remaining two months of the fiscal year they work.

Communications Shift Supervisor Administrative Leave

169. Communications Shift Supervisors will be granted two (2) administrative leave days each fiscal year beginning July 1. The two (2) days must be used by the end of each fiscal year, June 30, or the employee will forfeit them.

Holidays

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

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Indigenous People's Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the Friday following
Christmas Day	December 25

171. In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days and two (2) hours paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's Department Head. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year.

172. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.

Part-Time Provisions

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

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

- 175. Vacation Leave and Sick Leave for employees who work half-time or more shall be set forth in appropriate sections of this agreement.
- 176. Part-time employees in the General Management Bargaining Unit will be allowed to carry over earned but unused sick leave and vacation credits from year to year within the vacation accrual maximums described in Article 9.
- 177. Permanent part-time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.
- 178. Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the \$20 monthly premium described in Article 8, paragraph 62.
- 179. Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.

Permanent part-time employees are eligible to participate in dental, vision, life insurance and LTD programs if plans allow. (See Article 8, paragraphs 73-78.)

ARTICLE 10 WORKING CONDITIONS

Meal Periods and Rest Periods

- 180. Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift and another fifteen (15) minute rest period during the second half of the work shift.

Working Hours

- 181. Departmental Working Hours. All offices of the City Government, except those for which special regulations shall be issued by the City Manager, shall be kept open each day except Saturday, Sunday, and holidays continuously from 8:30 A.M. until 5:00 P.M.
- 182. To assist in the orderly administration of the City Government, the following definitions shall be used:
- 183. The calendar week shall begin at 12:01 Sunday morning, and shall end at 12:00

midnight Saturday.

184. The "work week" shall be the normal, total working hours within the calendar week for each City employee.
185. The "normal work day" for all regular, full-time employees shall be one fifth of the "work week" as established for the classification/ department.
186. The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, work days which are different from those herein defined in this section.
187. Length of Work Week. City employees generally shall have the following work weeks: general government employees at the Civic Center 37.5 hours, all other City employees 40 hours
188. Attendance. Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

Desk Audits

189. The policy and procedures governing desk audits related to work outside of an employee's classification is set forth at Personnel Rule V, Section 4.8.

Work Volume Audit Pilot Program

190. Under this Pilot Program, an employee whose work regularly exceeds their normal workweek schedule by ten hours or more per week may request a work volume audit. The request must be in writing to Human Resources and must explain in detail their work volume and the employee's concerns. The City is under no obligation to make any adjustments to the employee's terms and conditions of employment as a result of the request, however, Human Resources will meet with the employee as soon as practicable, but no later than forty-five (45) days from the employee's request, to discuss the employee's work volume and concerns. If after meeting with the employee Human Resources determines the workload concerns should be discussed with the employee's department, a meeting shall be scheduled with the employee, the employee's supervisor or department director, Human Resources, and, if requested, the employee's union representative to discuss ways to mitigate the work volume concerns.
191. The Work Volume Audit Program set forth in this section shall sunset on June 30,

2028, and nothing in this Program precludes an employee from making a formal request for reclassification in accordance with Personnel Rule V, Section 4.8.

192. This section, Work Volume Audit Program, is not grievable.

ARTICLE 11 PERSONNEL PROVISIONS

Layoff

193. Seniority Defined. Seniority is defined as days of continuous accrued service ("length of service") within any classification with the City. For layoff purposes all time on Worker's Compensation and Military Leave shall be added to this computation.
194. Provisional or acting appointment to a classification shall not be construed as service in such classification unless such appointment was to a probationary or part-time status in that classification.
195. Whenever there is lack of work, lack of funds, substantive change in duties or organization, return of an employee from leave of absence, or other valid reasons requiring reduction of personnel in a department or division of the City government, the required layoffs shall be made, in job classifications set forth in the classification plan of the City of Richmond, by the City Manager or designee in accordance with the following procedures:
196. All possibilities for a transfer to a vacant position must be exhausted before notice of layoff is given.
197. Whenever layoff of one or more employees becomes necessary, as defined in Article XIII of the City Charter and this section, such layoff shall be made by seniority within classification on a City-wide basis when employees with permanent appointments in the class are involved.
198. Whenever the effective date of appointment to a classification is the same for two or more employees, the original date of hire as a probationary or permanent part-time employee shall be used to determine which employee has greater length of service within the classification. The employee with the earliest permanent hire date shall be considered to have seniority in the classification in this situation. Whenever two (2) or more employees subject to layoff have the identical seniority, the order of layoff will be determined by lot, and the selection witnessed by a representative of the Union.

199. At least three (3) weeks prior to the effective date of a proposed layoff, the Department Head shall notify the Director of Human Resources of the proposed action with the reason therefore. At least two weeks prior to the effective date of a proposed layoff, the Human Resources Director shall notify the affected employee and the Union of the proposed action. 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 will meet without delay, provided that such meeting shall not result in delays in layoffs. All employees faced with such notice shall, in the absence of an active disciplinary action, be considered eligible for rehire. If disciplinary procedures are in progress for any such employee, said individual may be laid off, but must be accorded all employee rights to exhaust appropriate appeal processes prior to final implementation of the layoff.
200. An employee designated to be laid off may exercise "bumping" rights to a previously held classification provided that his/her seniority (date of hire) in that classification exceeds the seniority (date of hire) of at least one employee in the classification.
201. An employee who has been laid off to a lower class or a comparable class with a lower salary will receive the salary step in the lower range closest to, but not exceeding their salary, or exceeding the top step of the lower range.
202. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional, acting and probationary employees City wide in the affected classification have first been laid off.
203. In the event of layoff the City shall prepare a list of employees in each section of the City's classified service which are subject to layoff. Said list shall serve as the basis for placement on a reemployment list. Reemployment shall occur in the order of cumulative time served (date of hire) in the classification(s) in which the employee has established eligibility. The City will ensure that said list will be presented to the Union Board of Directors at least five (5) days prior to the first "meet and confer" session.
204. Employees who are rehired into a classification other than the one from which they were laid off shall have the right to be reinstated into their previous position for a period of three (3) years in the event that vacancies occur in the classification or new positions are created after they are rehired.
205. The Director of Human Resource or a designee shall create and cause to be maintained a list of comparable classifications if any, for every classification in the classified service. Employees subject to layoff who do not possess bumping rights will be considered for transfer to vacant positions outside the employees' current

classification but within the bargaining unit as set forth in the comparable classification list.

206. An employee may volunteer to be laid off and placed on a reemployment list on the basis of seniority and comparability of assignment.
207. Interested employees who are placed upon a reemployment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any right held. In no instance shall an employee hired for temporary work serve in their position for a period to exceed 180 calendar days. If the City wishes to continue the employment services beyond the 180 day period, that employee shall be deemed to be recalled and returned to their previously held position with full time benefit and salary status. All employees hired in to temporary positions shall be paid at the level of compensation consistent with their classification and be given prorated benefits.
208. In the event an employee is offered and fails to accept a reassignment or transfer to a comparable position or a formerly held position in lieu of layoff, that employee shall be deemed to have been offered and declined such work and voluntarily terminated from the classified service. An employee in such a situation shall be removed from the reemployment list regardless of seniority.
209. No name shall be carried on a reemployment list for a period longer than two (2) years and the names of persons reemployed in a permanent position within the same classification shall upon reemployment be dropped from the list. A refusal to accept two (2) offers of reemployment within the same classification shall cause the name of the person to be dropped from the reemployment list.
210. The Director of Human Resource shall track seniority by classification whenever there is a reclassification and person remaining in the classified service who occupied the position so reclassified. A caveat in these circumstances is that the duties must have remained essentially the same and the previously held position has not been abolished. In any event, the individual must be considered eligible to occupy the reclassified position on the basis of comparability.

Severance Pay

211. A permanent management employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days pay. Any such

employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in employment status.

212. A permanent management employee who is laid off due to reduction in force shall be entitled to severance pay as follows: three (3) months salary continuation and six (6) months continuation of medical and related insurance at the level of City contribution agreed to in the Memorandum of Understanding. The City will meet with individual employees to attempt to reduce the impact of income tax liability resulting from severance payments.

Probationary Period

213. 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 probationary employee's work and conduct, for securing the most effective adjustment of a probationary 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.
214. Permanent employees who are in a new position due to reclassification of their position, or reorganization within the City are not subject to a new probationary period. A probationary employee whose classification is reclassified during their probation, will continue their original probationary period. A new probationary period will not begin due to a reclassification or reorganization.
215. Length of Probationary Period. All appointments made from eligible lists to permanent positions shall be subject to a probationary period. With the approval of the Director of Human Resources and the City Manager, continuous temporary service may be counted as part of the probationary period provided that the temporary service was in the same class and the same department to which the probationary appointment is made. Such probationary period shall be six months for employees who have been promoted from one position to another in the City service; however, this period may be extended up to an additional six months when that need has been demonstrated by the supervisor in probationary performance evaluations completed in accordance with procedures set forth in this section. The probationary period shall be one year for all initial appointments except that the Department Head may request that a probationary employee may be granted earned permanent status in less than one year for exceptional performance.
216. When a permanent employee is promoted to a classification in which a license or

certificate of proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification.

217. Rejection During Probationary Period. During the probationary period, any probationary employee may be rejected any time and for any reason which is not unlawful by the Department Head. Release of probationary employees is not subject to the grievance procedure.
218. Rejection of Probationary Employees 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.
219. Probationary Performance Reports. It shall be the duty of each Department Head during the probationary period of each probationary employee in their organization to investigate thoroughly the probationary employee's adjustment, performance, and general acceptability to determine whether or not the probationary employee is fully qualified for permanent appointment. They shall be responsible for reports on the probationary employee'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.
220. The final probationary report on each probationary employee shall include the Department Head's recommendation to the City Manager to either retain or reject the probationary employee. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources.
221. 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 have been on a leave of absence other than sick leave, vacation, or holiday leave during their probationary period. If sick leave or compensation leave exceeds 30 consecutive days, the additional days off will extend the probation period.

Resignation

222. 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.

- 223. Once a written resignation is submitted to management, it can only be rescinded with the agreement of the City Manager; otherwise, it is automatically accepted.
- 224. 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.

Transfer

- 225. All vacancies shall be posted on appropriate bulletin boards for at least 15 working days so that present City employees may request transfer.
- 226. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Department.
- 227. There is a sixty (60) day “probationary period” for employees who transfer in the same class between departments. Either the employee or the City may decide that the employee should return to their former position and department during that probationary period.

Reassignment

- 228. 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 (10) working days advance notice of a reassignment, except in event of an emergency.
- 229. If the employee to be reassigned as defined in any of the situations above and the employee so desires, the employee can request mediation between themselves and their supervisor (the person who was responsible for making the decision to reassign the employee) and the Human Resources Director. The mediation must occur within seven (7) days of the employee’s request but said request must occur during the ten (10) business day period outlined above and is not intended to be used as a mechanism to extend the ten (10) business days that an employee can be

reassigned by.

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

Nepotism

231. In order to avoid real or perceived favoritism, no employee (permanent, temporary, or seasonal) may be in a direct or indirect supervisory position over a member of their immediate family nor may members of an immediate family report to the same supervisor. For purposes of this article, "immediate family" includes husband, wife, children, domestic partner, parents, grandparents, grandchildren, brother, or sister.
232. Where a work relationship as described in paragraph 231 exists within the City on or before June 23, 1997, the above provision will not be applied unless a problem is created by the immediate family relationship. A "problem" is the existence of a real or perceived act(s) of favoritism, unusual treatment, conflict of interest, unequal supervision, or unacceptable work behavior due to or related to the immediate family relationship which is not in the best interests of the morale, safety, health, security, or effectiveness, as determined by the City Manager.
233. In that event, the City will make every effort to remedy the situation as internal transfer opportunities occur without financial hardship to the employee(s). After every effort to remedy the situation has been made and the problem continues unabated, this provision in no way expands, diminishes, or in any way changes, alters, or modifies the existing authority of the City Manager to correct the problem.

Personnel Files

234. Employees may inspect their personnel files in the central Human Resources Department or their department.
235. 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.
236. Any derogatory information placed in the department personnel file must be placed in the central personnel file with fifteen (15) days.

ARTICLE 12 GRIEVANCES AND APPEALS

Grievance Procedure

237. Definition of a Grievance. A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement or of the Personnel Rules, which adversely affects the grievant except for the following: rejection from probation; performance evaluations, any exercise or lack of exercise of Management Rights (Article 3), any complaint for which another avenue of appeal exists, and any claim of violation of law including the requirement to meet and confer under the Meyers-Milias-Brown Act. (For a definition of grievances which may go to Binding Arbitration, see Article 12, paragraphs 246-247. Any other grievances may not use the Binding Arbitration step).
238. Union as Grievant. The Union may be the grievant only when multiple grievances of the same action(s) are made by identified unit members.
239. Time Limits/Designees. All days are calendar days. The employee and/or the Union must initiate a grievance as provided in Step 1 within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have fourteen (14) days to respond to the grievance except at Step 3 wherein the City Manager shall have a reasonable period (not to exceed 30 days) in which to respond to the grievance. The employee and/or Union shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These time limits may be extended by mutual written agreement by the parties. Failure of the employee to respond within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step. Wherever reference is made to "Department Head," "Human Resources Director," or "City Manager," such reference shall be deemed to include "or their designee".
240. Procedure: Step 1. The employee and/or the Union must present the grievance personally, in writing, to the Department Head which states: the grievant's name; the grievant's position; the date the grievance is filed; a factual account of the adverse action, including but not limited to, the names of the persons involved, the location of events, and the date and time of the adverse action; the specific Memorandum of Understanding provision or Personnel Rule violated; and the proposed remedy. This step is not intended to preclude open and frank discussions between the employee and their supervisor before a grievance is filed; however, the time limits will not be extended during this discussion period unless both parties agree in writing. The Department Head shall meet with the grievant

and give a written answer to the grievance.

241. *Step 2.* If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.
242. *Step 3.* If the grievance is not resolved at Step 2, the grievant and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.
243. *Step 4.* Upon receipt of a written notice that the City Manager has rejected the grievance, the grievant and/or the Union shall have the right to present the matter to the Personnel Board under the Personnel Rule governing appeals and hearings or, where permitted, to present the matter to an arbitrator. See Article 12, Binding Arbitration, paragraphs 244-255.

Binding Arbitration

244. Binding arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights to a Personnel Board hearing as described in Personnel Rule XI, and in Article XIII Section 7(a) of the City Charter. Specifically, employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager. Appeals to Arbitration may be made only by the Union.
245. Applicability. This section applies only to employees covered by this agreement as described in Attachment A. (See Attachment B for Communications Shift Supervisors' procedure.) This procedure shall be applicable only in the following situations.
246. Disputes concerning disciplinary actions greater than five days suspension without pay, including disciplinary termination of employment, pay reductions equivalent to greater than five (5) days' pay, and demotions.
247. Disputes over the agreement concerning interpretation and/or application of specific language in grievable sections of this Memorandum of Understanding for which no other avenue of redress exists may also be grieved to arbitration. Such request for arbitration must come only from the Union. In such circumstances, an

arbitrator will decide how the specific requirement, condition, or provision of the agreement will be applied.

248. Time Lines. A written request for arbitration shall be served on the Director of Human Resources within fourteen (14) calendar days after the City Manager has delivered to the employee their decision on the disciplinary matter or contract interpretation/application issue. These time lines may be waived or extended only with the mutual written consent of both parties.
249. If the above time limitations are not met, the grievant or the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the proposed discipline or contract interpretation/application issue.
250. Selection of an Arbitrator. An impartial arbitrator shall be selected jointly by the City and Union. Within fourteen (14) calendar days of the request for arbitration, the moving party will request of the California State Conciliation Service a list of five arbitrators. If the parties cannot mutually agree on an arbitrator, each party shall in turn cross off one name on the list; the first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall render a decision no later than 30 days after the arbitration hearing, unless otherwise agreed upon by the parties and the arbitrator. Such decision shall be in conformance to the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.
251. Decision of the Arbitrator is Binding. The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing and made in accordance with and in conformance to, the terms of this Memorandum of Understanding.
252. Fees and Expenses. The fees and expenses of the arbitrator and of a court reporter if used, shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own attorney's fees or other presentation costs including but not limited to preparation for the hearing and post-hearing briefs, if any.
253. Limitations on Arbitrator's Authority and Jurisdiction. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the section above entitled Applicability.
254. Proposals to create, add to, or change this written agreement or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in

connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of the Management Rights section of this Memorandum of Understanding shall be submitted to this procedure.

255. No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment or to make any decision in violation of existing law. The arbitrators authority shall be limited only to the application and interpretation of the provisions of this written agreement. The arbitrator shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to render an award on any action occurring before the effective date or after the stated termination date of this agreement.

ARTICLE 13 NO STRIKE

256. 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 unit employees.

ARTICLE 14 FULL UNDERSTANDING

257. The Parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to June 30, 2028. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

ARTICLE 15 RETROACTIVITY

258. 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.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Joint Communications Team

259. In order to encourage open communications, promote harmonious labor relations, and resolve matters of mutual concern, the parties agree to create a Joint Communications Team. The Team may consider using available mediation services from the California Mediation and Conciliation Service or the Federal Mediation and Conciliation Service or other service upon which the Team

members mutually agree. This team shall be exclusive to the parties to this agreement. The team shall be governed by the following principles:

- 260. The team will meet quarterly or more often as mutually agreed to by the parties.
- 261. The agenda for each meeting will be decided five working days in advance of the negotiating sessions and will not substitute for negotiations.
- 262. The City will release at least two members from the bargaining unit for attendance at team meetings. Additional members may be released depending on the subject matter of the agenda item and prior agreement by the team members to do so. Management will provide at least two members of the team.

Weingarten Rights

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

Catastrophic Leave

- 268. The City's Catastrophic Leave policy is attached hereto as Attachment C.

Due Process Rights in Disciplinary Actions

- 269. The following is an outline of the rights typically referred to as "Skelly Rights."
- 270. If an employee is subject to a demotion, suspension, dismissal, or reduction in pay, the City shall provide the employee with a written notice stating the reason(s) for

the disciplinary action is based, a listing of the alleged violations, a copy of any documents upon which management relied in proposing the action, a period of time between the notice and a date to respond to the charges at a disciplinary meeting with management known as a "Skelly" meeting. The employee may respond in writing or in person on that date.

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

272. Appeals will be handled through the procedures in the City Charter or Article 12.

ARTICLE 17 SEPARABILITY OF PROVISIONS

273. In the event any provisions of this MOU are declared by a Court of competent jurisdiction to be illegal or unenforceable, such finding shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

ARTICLE 18 REPRESENTATION RIGHTS

Specific Limitations on Representation Rights

274. Affected Classes. The classes of Human Resources Analysts I and II, and , and Human Resources Analyst Senior in the Human Resources Department shall be subject to the following restrictions:

275. Maximum of Four Designated. The City may, at its discretion, designate up to four members of the above classes to actively assist the City during collective bargaining. Any individuals so designated shall be placed on "restricted status" during the period of "active" collective bargaining. Individuals may be designated to actively assist the City in the following units: (1) general employees (Local 1021); (2) fire employees (Local 188 and fire management); and (3) police employees (RPOA and police management). Only one individual shall be actively assigned per unit, although one individual may be assigned to actively assist in all management negotiations. No Union member shall be actively assigned to assist the City in this unit's negotiations. If police and police management, or fire and fire management, are open simultaneously, only one of this unit's managers will be responsible for active assistance in fire or police as the case may be.

276. Definition of Active Assistance. In order to be considered "actively assisting" the City during collective bargaining, said individual must be present during collective bargaining, or have direct knowledge of strategies and planning in

regards to the assigned collective bargaining. The period of "active participation" shall commence no sooner than sixty (60) days prior to the commencement of formal negotiations and shall terminate upon finalization of negotiations between the City and the bargaining unit.

277. Nature of the Restriction. Any individuals who are in "restricted status" shall be excluded from any meetings or deliberations of the Union, its officers, agents, employees or members, which cover the topics of collective bargaining. In addition, confidential information acquired from collective bargaining shall not be disclosed to the Union, its officers, agents, employees, or members by said individuals.
278. Definition of Collective Bargaining. Collective bargaining, as defined herein, applies to formal contract negotiations, mid-contract term re-opener negotiations, or other mid-contract term negotiations provided said restricted employee' is present during the negotiations, is actively assisting City negotiators or has direct knowledge of strategies and planning in regard to the assigned negotiations.
279. Grievances and Discipline (Human Resources Staff). Union members of the Human Resources Department will not serve as Union representatives in grievance or disciplinary actions brought by this unit's members.

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

280. Grievances and Discipline. Members of the Union who are employed as Assistant Department Heads shall be restricted from representing unit members in grievance or disciplinary proceedings in the Assistant Department Head's department. In such a case, the Assistant Department Head will keep confidential from the Union representatives any knowledge which they have acquired in the case, except that Union representatives shall be entitled to receive any information that they normally would be entitled to receive as a result of their certification as the bargaining representative.
281. Negotiations. Members of the Union who participate in City negotiations with other units and who acquire direct knowledge of City strategies and planning in those negotiations shall keep said information confidential from the Union.

Violation of This Article

282. Should the City determine that it believes the Union, or any restricted member or Assistant Department Head, has violated this Attachment, then the City shall provide the Union with written notice of the suspected violation. If the Union

believes that the City has violated any provision of this Attachment, then the Union shall provide the City with written notice of the suspected violation.

283. Any dispute arising out of the interpretation or application of this Attachment shall be subject to the "meet and confer" provisions of the Meyers-Milias-Brown Act. If the dispute is not resolved by meeting and conferring, then either party may, upon written notice to the other request outside mediation through the California State Mediation and Conciliation Service.
284. If the City suspects any member of the Union who is a "restricted member" as defined by this Attachment, or an Assistant Department Head, has violated the restrictions of this Attachment, then the City is empowered to initiate disciplinary action against the member. Resolution of any such disciplinary action shall be subject to the appeal procedures of this Memorandum of Understanding.
285. The Union hereby waives its right to challenge the restrictions imposed by this Attachment on "restricted members" and on Assistant Department Heads during the term of this Memorandum of Understanding.

ARTICLE 19 TERM OF AGREEMENT

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

For the Union:

For the City:

Sean Stalbaum
Chief Negotiator
Mid-Managers Assn., IFPTE Local 21

Lisa S. Charbonneau
Chief Negotiator
City of Richmond

Yvette Williams-Barr
President
Mid-Managers Assn., IFPTE Local 21

Nickie Mastay
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Kymberlyn Carson-Thrower
Vice President
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LaShonda White
Deputy City Manager
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Kymberly Carson-Thrower
Bargaining Team Member
Mid-Managers Assn., IFPTE Local 21

Sharrone Taylor
Director of Human Resources
City of Richmond

Eva Mann
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Mid-Managers Assn., IFPTE Local 21

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Human Resources Manager
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Michelle Milam
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Kimberly Porter
Bargaining Team Member
Mid-Managers Assn., IFPTE Local 21

Eric Tam
Bargaining Team Member
Mid-Managers Assn., IFPTE Local 21

ATTACHMENT A. SALARIES AND CLASSIFICATIONS

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

Job Class Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Manager	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Administrative Analyst	M106	\$7,138	\$7,494	\$7,869	\$8,263	\$8,676
Administrative Services Coordinator	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Arts And Culture Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Assistant City Engineer	M113	\$13,909	\$14,604	\$15,335	\$16,101	\$16,906
Assisted Housing Manager	M208	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Associate Admin Analyst	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Budget Administrator	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Budget Analyst I	M106	\$7,138	\$7,494	\$7,869	\$8,263	\$8,676
Budget Analyst II	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Building Inspector Supervisor	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Building Maintenance Supervisor	M209	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Building Official	M113	\$13,909	\$14,604	\$15,335	\$16,101	\$16,906
Business Systems Analyst I	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Business Systems Analyst II	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Cable Television Manager	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Cable TV Engineering Coordinator	055D	\$7,509	\$7,883	\$8,240	\$8,640	\$9,076
Cable TV Programming Coordinator	055D	\$7,509	\$7,883	\$8,240	\$8,640	\$9,076
Capital Projects Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
CCTV Wireless & Systems Specialist	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Chief Accountant	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Chief Electrician	M209	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Circulation Supervisor	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Code Enforcement Manager	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Communications Shift Supervisor	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Communications Center Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Community Services Program Manager	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Contract Compliance Administrator	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Crime Analyst	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Crime Prevention Manager	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Custodial Maintenance Supervisor	052F	\$6,950	\$7,285	\$7,651	\$8,022	\$8,415
Deputy Building Official	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Development Project Manager I	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Development Project Manager II	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Economic Dev Administrator	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Economic Development Coordinator	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Emergency Services Analyst	M106	\$7,138	\$7,494	\$7,869	\$8,263	\$8,676
Emergency Services Manager	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Employee Benefits Analyst	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Environmental Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Environmental Services Coordinator	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511

Equipment Serv Superintendent	M212	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Equipment Supervisor	M208	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Executive Asst To The City Manager	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Finance Manager I	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Finance Manager II	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
GIS Administrator	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Head Of Reference	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Housing Manager	M113	\$13,909	\$14,604	\$15,335	\$16,101	\$16,906
Housing Programs Analyst	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Housing Services Supervisor	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Human Resources Analyst I	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Human Resources Analyst II	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Human Resources Analyst Principal	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Human Resources Analyst Senior	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Human Resources Manager	M113	\$13,909	\$14,604	\$15,335	\$16,101	\$16,906
Industrial Building Inspector	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Information Technology Manager	071D	\$11,835	\$12,426	\$13,050	\$13,702	\$14,389
Information Technology Support Specialist I	M105	\$6,518	\$6,844	\$7,187	\$7,546	\$7,923
Information Technology Support Specialist II	055D	\$7,509	\$7,883	\$8,240	\$8,640	\$9,076
Infrastructure Administrator	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Law Office Supervisor	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Library Services Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Literacy Program Manager	58	\$7,878	\$8,261	\$8,649	\$9,076	\$9,514
Management Analyst	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Network & Systems Engineer	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Network & Systems Security Officer	M113	\$13,909	\$14,604	\$15,335	\$16,101	\$16,906
Network & Systems Specialist I	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Network & Systems Specialist II	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
ONS Program Manager	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Paratransit Coordinator	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Parks Supervisor	M208	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Parks & Landscape Superintendent	M212	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Payroll Manager	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Plan Check Engineer	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Police Administrative Manager	070F	\$11,670	\$12,253	\$12,868	\$13,534	\$14,178
Police Records & Property Manager	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Port Marketing/Operations Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Principal Planner	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Programmer Analyst I	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Programmer Analyst II	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Project Coordinator	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Public Safety Technology Supervisor	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Public Works Abatement Superintendent	M212	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Public Works Inspector Supervisor	M209	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
PW Administrative Manager	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
PW Facilities Maintenance Superintendent	M212	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
PW Streets Maintenance Superintendent	M212	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Recreation Supervisor	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Rent Program Services Analyst I	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Rent Program Services Analyst II	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438

Senior Accountant	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Senior Administrative Analyst	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Senior Budget Analyst	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Senior Buyer	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Senior Civil Engineer	M112	\$12,601	\$13,232	\$13,893	\$14,588	\$15,318
Senior Code Enforcement Officer	M108	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Senior Development Project Manager	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Senior Management Analyst	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Senior Planner	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Senior Programmer Analyst	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Senior Property Manager	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Senior Transportation Planner	M110	\$10,379	\$10,898	\$11,443	\$12,015	\$12,616
Sr Business Assistance Officer	M111	\$11,430	\$12,001	\$12,602	\$13,232	\$13,893
Sr Employee Benefits Analyst	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Stationary Engineer Supervisor	M208	\$8,588	\$9,017	\$9,468	\$9,941	\$10,438
Streets Supervisor	M209	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Systems Administrator	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Telecommunications Coordinator	64	\$9,076	\$9,514	\$9,988	\$10,488	\$11,010
Web Coordinator	068E	\$9,577	\$10,055	\$10,557	\$11,086	\$11,640
Workforce Coordinator	M107	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
Workforce Program Manager	M109	\$9,436	\$9,907	\$10,403	\$10,923	\$11,469
Workforce Program Specialist	M106	\$7,138	\$7,494	\$7,869	\$8,263	\$8,676

ATTACHMENT B

Special Provisions for Communications Shift Supervisors

Sick Leave

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

Communications Shift Supervisors as hourly employees will charge their sick leave on their time sheets as each hour or portion of an hour is used.

Vacation Leave

Vacation leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employees' vacation balance.

Communications Shift Supervisors as hourly employees will charge their vacation leave on their time sheets as each hour or portion of an hour is used.

Communications Shift Supervisors will bid for vacation assignments based on seniority as follows. At the beginning of each calendar year, Communications Shift Supervisors will submit written vacation requests for the entire year to the Communications Supervisor. Assignments will be based on seniority within the class of Communications Shift Supervisor and its predecessor class, Senior Communications Dispatcher.

Administrative Leave

Due to their hourly status and eligibility for overtime, Communications Shift Supervisors are not eligible for Administrative leave.

Holidays

When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.

In the case of Communications Shift Supervisors if staffing does not permit an alternate day off, the employee shall receive an additional day of pay.

Communications Shift Supervisors 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

this agreement, starting at 0000 hours and ending at 2400 hours.

Shift Differential

An employee who is regularly assigned to work five (5) or more hours between the hour of 4:00 p.m. and 12:00 midnight (swing shift) shall receive an additional five percent (5%) above their individual salary rate. An employee who is regularly assigned to work five (5) or more hours between the hours of 12:00 midnight and 8:00 a.m. (graveyard shift) shall receive an additional seven and one-half percent (7-1/2%) above their individual salary rate.

Employees working relief shifts (defined as shifts where an employee is required to change from days, swing, and graveyard on a regular basis, but not when such changes occur less frequently than once each six months) shall receive in addition to their regular compensation 7-1/2% when working graveyard, 5% when working swing, or 2-1/2% when working days.

Payment of these differentials shall be for swing or graveyard shifts actually worked except that an employee regularly assigned to a swing, graveyard or relief shift shall continue to receive the pay differential during approved leave of absence.

Shifts will generally be assigned and bid for by seniority.

Overtime

Rate of Compensation for Overtime Worked. As hourly employees, Communication Shift Supervisors who are required to work, during any one calendar week, in excess of either their normally scheduled work day or work week shall be compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.

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.

Effect of Termination on Overtime. Each employee who resigns or is

otherwise terminated shall be entitled to compensation for their accumulated overtime of record.

All overtime work shall be subject to prior approval of the City Manager or their designee.

Call Back Time

An employee called back to work shall be credited with a minimum amount of three hour's time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher, supervisor, or the senior staff person on duty at the Waste Water Treatment Plant) to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left their job with the anticipation of being off duty until the next work day. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee.

The Police Department may assign duties to employees called back for an entire three hour period.

Certain Exceptions and Exclusions

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

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

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

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

ATTACHMENT D

Health and Welfare Benefits for Registered Domestic Partners

The City agrees to provide medical, dental and vision plan insurance coverage to domestic partners of City employees as defined by Cal. Family Law Code Sec. 297, and who are registered accordingly with the Secretary of State.

Per letter exchange between City
(September 23, 2005) and Union
(September 28, 2005)

ATTACHMENT E

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, Local 21 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 Local 21 and SEIU, and shall be broadly representative of the various City departments, and shall be chaired by the City Manager or designee. The committee shall meet regularly, at least once per quarter, to assess how well City services are delivered and to:

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

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

Side Letter Regarding Special Provisions for Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor (Assigned to the Police Department)

The following provisions apply solely to employees in the classifications listed below whom are regularly assigned to the Police Department:

The City and Local 21 have agreed that the following special provisions, consecutively numbered 1-8, will apply to the classifications of Systems Administrator, Network and Systems Specialist II, Network Systems Manager and Public Safety Technology Supervisor.

Special Provisions applicable to the classifications of Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor:

Sick Leave

1. As hourly employees, employees in these classifications will charge their sick leave on their time sheets as each hour or portion of an hour is used.

Vacation Leave

2. As hourly employees, employees in these classifications will charge their vacation leave on their time sheets as each hour or portion or an hour is used.

Administrative Leave

3. Due to their hourly status and eligibility for overtime, employees in these classifications will not be eligible for Administrative Leave as described in paragraphs 152 and 153 of the Memorandum of Understanding.

Overtime

4. Rate of Compensation for Overtime Worked. As hourly employees, employees in these classifications who are required to work, during any one calendar week, in excess of either their normally scheduled work day or work week shall be compensated by cash at the rate of one and one-half (1 ½) times the amount of time worked as overtime.

5. Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.
6. All overtime work shall be subject to prior approval of the Chief of Police or their designee.

Call Back Time

7. An employee called back to work shall be credited with a minimum amount of three hours' time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left their job with the anticipation of being off duty until the next work day. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee
8. The Police Department may assign duties to employees called back for an entire three hour period.

ATTACHMENT G

Current City Administrative Policy 315 “Family, Medical, and Pregnancy Leave” Last revised April 2, 2025

I. Purpose

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

II. Definitions

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

Child:

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

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

Covered Service Member: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing

medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Designated Person: means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

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

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

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

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

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

Health Care Provider: means any of the following:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
2. An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
3. A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

4. A nurse practitioner or nurse-midwife or a clinical social worker who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
5. A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

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

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

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

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

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

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

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

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

1. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care

facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
3. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave.
4. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
6. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

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

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

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

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

III. Policy

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

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

IV. Eligibility and Entitlement

A. Family and Medical Leave

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

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

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

B. Military Caregiver Leave

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

member with a serious health condition, the leave will be designated as military caregiver leave first.

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

C. Pregnancy Disability Leave

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

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

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

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

D. Child Bonding

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

If both married parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

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

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

Intermittent Leave or Reduced Leave Schedule

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

V. Minimum Duration of Leave

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

VI. Compensation and Use of Concurrent Paid and Other Leaves

Leave under FMLA, CFRA, and PDL are unpaid. In addition to any paid leaves provided under an applicable Memorandum of Understanding, employees must use all paid accrued leaves concurrently with family and medical care leaves as described below.

A. Use of Accrued Paid Leave

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

- Employee’s own serious health condition: First sick leave, then vacation leave, then any and all other accrued paid time off.

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

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

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

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

B. Paid vs. Unpaid Leave

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

C. Concurrent Leaves

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

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

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

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

VII. Benefits While on Leave

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

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

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

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

job.

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

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

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

VIII. Procedure for Requesting/Granting Leave

A. Notification

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

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

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

B. Application and Certification

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

The Human Resources Department will send an eligibility notice to the employee within five (5) working days of receipt of the employee's request for family, medical, or pregnancy disability leave or within (5) working days of acquiring knowledge of the need for such leave. Once the eligibility notice is received, the employee must submit proper medical certification to the Human Resources Department before the leave begins in the case of a foreseeable event. In the case of an unforeseeable event, proper medical certification as described below must be submitted to Human Resources within fifteen (15) calendar days of receipt of eligibility notice. Failure of the employee to provide timely or incomplete medical certification may defer or even disqualify requests for FMLA leave.

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

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

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

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

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

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

¹ The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort and arranging third-party care for the covered family member, as well as directly providing or participating in the medical care.

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

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

Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee must provide their immediate supervisor with military orders, or other appropriate documentation issued by the military that indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member’s active-duty status. A copy of the new active-duty orders or similar documentation will be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA and CFRA regulations.

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

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

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

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

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

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

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

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

X. Return to Work and Reinstatement

- A. **Periodic Reporting:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- B. **Release:** Upon completion of leave due to the employee's own serious health condition or because of pregnancy disability, the employee must provide the City with a written notice from the health care provider releasing the employee to return to work. Failure to provide such certification will result in denial of reinstatement.
- C. **Return to Work:** An employee on leave is expected to return to work on the next workday following the last day of the approved leave period.
- D. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date they return to work. If the return-to-work date differs from the original agreement, or if no agreement was made, the City must reinstate the employee within two (2) business

days of being given notice that the employee intends to return, or as soon as reasonably possible thereafter to expedite the employee's return to work.

- E. Reinstatement to Same or Equivalent Position: Upon return, the employee will be reinstated to their original position, so long as it was not eliminated for a legitimate business reason during the employee's leave. If the employee's original position is no longer available, the employee will be assigned to an equivalent, open position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/PDL period.
- F. Reinstatement of "Key Employees": Under the FMLA only, the City may deny reinstatement to a "key" employee (e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.
- G. Disability: If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation that will allow the employee to perform the essential functions of their job, in accordance with policy.

XI. Additional Leave

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

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