

RESOLUTION NO. 178-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF RICHMOND AND SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) LOCAL 1021 GENERAL EMPLOYEES BARGAINING UNIT**

WHEREAS, the General Employees Bargaining Unit is represented by Service Employees International Union (SEIU) Local 1021; and

WHEREAS, the City and SEIU Local 1021 are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and SEIU Local 1021, having met and conferred in good faith, reached a total tentative agreement on a successor collective bargaining agreement for the General Employees; and

WHEREAS, the successor collective bargaining agreement has been ratified by the membership of SEIU Local 1021, 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 General Employees Bargaining Unit represented by SEIU Local 1021 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 16, 2025, by the following vote:

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

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. 178-25**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 16, 2025.



Pamela Christian, Clerk of the City of Richmond

EXHIBIT A



MEMORANDUM OF UNDERSTANDING

between

The City of Richmond, California

and

**The General Employees Bargaining Unit
Service Employees International Union (SEIU),
Local 1021**



July 1, 2025 – June 30, 2028

Table of Contents

| | |
|--|----|
| PREAMBLE | 1 |
| ARTICLE I – GENERAL PROVISIONS | 1 |
| I A. DISCRIMINATION PROHIBITED | 1 |
| I B. MUTUAL RIGHTS AND RESPONSIBILITIES | 2 |
| I C. RECOGNITION | 2 |
| I D. DUES DEDUCTION..... | 2 |
| I E. UNION RIGHTS | 3 |
| ARTICLE II DIRECT PAY FOR SERVICES..... | 7 |
| II A. SALARY..... | 7 |
| II B. ACTING PAY | 7 |
| II C. OVERTIME AND COMPENSATION FOR OVERTIME | 7 |
| II D. SHIFT DIFFERENTIAL | 8 |
| II E. BILINGUAL PAY..... | 9 |
| II F. TRAINING DIFFERENTIAL | 9 |
| II G. LOCKSMITH DIFFERENTIAL | 9 |
| II H. HAZARDOUS DUTY PAY DIFFERENTIAL..... | 9 |
| II I. STANDBY PAY..... | 10 |
| II J. LONGEVITY PAY | 10 |
| II K. PROMOTION - EFFECT ON RATE OF COMPENSATION | 11 |
| II L. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES | 11 |
| II M. ELIGIBILITY FOR SALARY ADVANCEMENT | 11 |
| II N. PERFORMANCE EVALUATIONS..... | 11 |
| II O. DEMOTION | 12 |
| ARTICLE III - INDIRECT PAY AND ALLOWANCES | 12 |
| III A. INSURANCE..... | 12 |
| III B. LEAVES | 18 |
| III C. HOLIDAYS | 27 |
| III D. ALLOWANCES..... | 29 |
| III E. PART-TIME PROVISIONS..... | 31 |
| III F. RETIREMENT | 32 |
| ARTICLE IV - WORKING CONDITIONS | 32 |
| IV a. HOURS OF WORK, MEAL PERIODS AND REST PERIODS..... | 32 |
| IV B. SHIFT CHANGES..... | 34 |
| IV C. SAFETY COMMITTEE..... | 34 |
| IV D. MEETINGS WITH SUPERVISORS | 34 |
| IV E. EMPLOYEE ASSISTANCE PROGRAM..... | 34 |
| IV F. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS..... | 35 |
| ARTICLE V - PERSONNEL PROVISIONS..... | 36 |
| V A. LAYOFF | 36 |
| V B. PROBATIONARY PERIOD..... | 37 |
| V C. REINSTATEMENT | 38 |
| V D. RESIGNATION..... | 38 |
| V E. SEVERANCE PAY | 39 |
| V F. REASSIGNMENT..... | 39 |
| V G. TRANSFER | 39 |

| | | |
|---------------------|---|----|
| V H. | ORAL INTERVIEWS - UNION OBSERVER | 40 |
| V I. | PAY DAYS..... | 40 |
| V J. | SEWER MAINTENANCE TITLES | 40 |
| V K. | ACTION FORMS..... | 40 |
| V L. | PERSONNEL FILES..... | 40 |
| V M. | EXAMINATION ANNOUNCEMENTS | 40 |
| V N. | NEPOTISM..... | 41 |
| V O. | UTILIZING THE LEAP PROGRAM | 41 |
| V P. | FLEXIBLY STAFFED POSITIONS | 42 |
| ARTICLE VI - | GRIEVANCE AND APPEAL | 42 |
| VI A. | GRIEVANCE DEFINITION AND PROCEDURE | 42 |
| VI B. | DISCIPLINE..... | 44 |
| ARTICLE VII - | RESOLUTION..... | 46 |
| VII A. | TERM OF AGREEMENT..... | 46 |
| VII B. | CONTRACTING OUT/TEMPORARY EMPLOYEES | 46 |
| VII C. | AGREEMENTS FURNISHED | 47 |
| VII D. | CONTINUATION OF BENEFITS | 47 |
| VII E. | FULL UNDERSTANDING | 47 |
| VII F. | SEVERABILITY OF PROVISIONS | 47 |
| VII G. | RETROACTIVITY..... | 48 |
| VII H. | NO STRIKE/NO LOCKOUT PROVISION | 48 |
| VII I. | UNION BUG | 48 |
| VII J. | LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS | 48 |
| ATTACHMENT A – | CLASSIFICATIONS | 50 |
| ATTACHMENT B – | DEFINITIONS | 53 |
| ATTACHMENT C – | WEINGARTEN RIGHTS | 55 |
| ATTACHMENT D – | BUILDING INSPECTORS’ CERTIFICATIONS..... | 56 |
| ATTACHMENT E – | SAFETY SHOE REIMBURSEMENT CLASSIFICATION LISTING..... | 57 |
| ADDENDUM TO THE MOU | CIVILIAN PROBATIONARY REVIEW BOARD | 58 |
| ADDENDUM TO THE MOU | CITYWIDE SERVICE QUALITY COMMITTEE SIDE LETTER | 60 |

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF RICHMOND, CALIFORNIA

and

**GENERAL EMPLOYEE BARGAINING UNIT
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

July 1, 2025 – June 30, 2028

PREAMBLE

This **AGREEMENT** (hereinafter “Agreement”) entered into by the City of Richmond (hereinafter “City”) and Service Employees International Union Local 1021, AFL-CIO, (hereinafter “Union”) has as its purpose the harmonious labor relations between the City and the Union; establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

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

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

ARTICLE I – GENERAL PROVISIONS

I A. DISCRIMINATION PROHIBITED

There will be no discrimination against any employee because of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, national origin, lawful activities on behalf of the Union, lawful social activities not affecting or related to work performance, or for any other reason prohibited by law. Filing a discrimination, harassment or retaliation complaint containing one or more of the same allegations with state and/or federal agencies shall terminate any grievance

process provided for in this Memorandum of Understanding.

I B. MUTUAL RIGHTS AND RESPONSIBILITIES

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

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

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

I C. RECOGNITION

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

I D. DUES DEDUCTION

1. An employee may at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") (including any Union dues, fees, or other deductions as permitted by law) furnished by the Union.
2. The Union shall be the custodian of records such as Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence

or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

3. Deductions in effect as of June 30, 2021 will remain in effect unless modified or revoked pursuant to this section. The City shall begin deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. Dues deductions shall not be retroactive. The City shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member's earnings occurs.
4. Member requests to change or cancel deductions must be made to the Union and not to the City. The City shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. The City will cease deductions at the end of the pay period following notification from the Union to the City to cease deduction of Union Dues and/or COPE deduction, or a later date as specified by the Union (to coincide with the end of a pay period).
5. The employee's earnings must be sufficient after all other legal and required deductions and any employee voluntary deductions are made to cover the amount of the Union Dues and COPE deduction. When the employee's earnings are insufficient (whether the employee was in a full, partial or unpaid status), no Union Dues or COPE deduction will be deducted during that pay period.
6. The Union shall indemnify and save harmless the City, its officers, employees and agents from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said Union Dues. If the Union provides legal representation to the City in such a proceeding it shall not be responsible for additional attorney fees voluntarily incurred by the City.
7. The City shall distribute the Union-furnished Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.
8. In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall promptly notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.

I E. UNION RIGHTS

1. **Stewards:** The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of

Understanding and/or rules, policies, and ordinances regulating wages, hours and working conditions.

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

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

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

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

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

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

During each calendar year, the Union shall be entitled to eighteen (18) hours of release time for Union Officers, Stewards, or designated Union members (the Union must provide a list to Human Resources delineating who the designated Union members are no later than January 1 of each year), to work on Union-related business. The Union is entitled to a total of eighteen (18) hours to be shared amongst all the Union Officers, Stewards, and designated Union members. In other words, each Union Officer or Steward does not receive eighteen (18) hours. The Union cannot request more than three (3) hours of release time a month, and no more than two (2) Union Officers or Stewards can be released at any given time. For example, for the month of June, the Union can request that the Union President and the Chief Steward meet for an hour to work on Union-related business. With such a request, the Union has three (3) hours of their eighteen (18) hour bank for the calendar year and cannot request any additional release time under this provision for the

month of June. If this was the only release time request by the Union under this provision for the calendar year, then the Union would have fifteen (15) hours of release time remaining in the calendar year. Time used for officers or stewards used for representation is not included as hours used in this provision.

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

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

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

3. **Bulletin Boards:** The City agrees to designate bulletin board space on existing bulletin boards for the sole use of the Union. The parties agree to mutually explore and review such areas where insufficient bulletin boards exist and the City shall install same.
4. **Names and Classes of Represented Employees:** Within thirty (30) days of hire, promotion or separation, the City shall provide the Union with a list of all newly hired, promoted or separated employees covered by this Agreement and once each quarter (July, October, January, April) thereafter during the term of this Agreement. Such lists, culled from the City's payroll system, shall include the employee's:
 - Name
 - Date of hire, promotion or separation
 - Home address
 - Home and/or mobile telephone number, to the extent the City has that information
 - Personal email address, to the extent the City has that information
 - Work department
 - Classification
 - Work phone number
 - Work email address
5. **New Employee Orientations:**
 - 5.1 The City agrees that each newly hired employee, within the first thirty (30) days of employment, shall participate in an in-person orientation meeting as part of the New Employee Orientation.

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

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

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

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

- 5.4 The City shall advise the Union of the dates and times at which the Union Representative(s) can present to employees covered by this Agreement. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The City shall email the Union at least forty-eight (48) hours in advance of the New Employee Orientation a list of expected participants represented under this Agreement. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

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

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

- 5.7 The City will not observe or disturb the Union presentation.

5.8 The Union will not disparage the City and/or its governing board(s) [e.g., City Council, Richmond Housing Authority], its supervisors or management during New Employee Orientations.

ARTICLE II DIRECT PAY FOR SERVICES

II A. SALARY

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

1. Effective the pay period including July 1, 2025, the City shall increase the monthly pay rate listed in **Attachment A** by 5.0% of the monthly pay rate in effect before such increase takes effect.
2. Effective the pay period including July 1, 2026, the City shall increase the monthly pay rate listed in **Attachment A** by 5.0% of the monthly pay rate in effect before such increase takes effect.
3. Effective the pay period including July 1, 2027, the City shall increase the monthly pay rate listed in **Attachment A** by 5.0% of the monthly pay rate in effect before such increase takes effect.

II B. ACTING PAY

1. Each employee who is assigned to work in a position in a higher classification and who assumes the responsibilities and performs substantially all of the day-to-day duties of the position shall receive for each day of service in such class that step in the range allocated to the higher class which provides at least a five percent increase (5%) above their present salary rate, not to exceed the top step of the higher class, provided that the department head, with the approval of the City Manager, has so assigned the employee utilizing a Personnel Action Form. An employee so assigned must assume all or substantially all of the duties and responsibilities of the higher paid classification. An employee flexibly staffed within the employee's job classification series does not earn acting pay.
2. Should any member so assigned and working in a higher classification incur an injury or illness which involves lost time during such assignment, he or she shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specified assignment only.

II C. OVERTIME AND COMPENSATION FOR OVERTIME

1. **Rate of Compensation for Overtime Worked.** Each employee in the classified service (clerical, professional, or blue collar) who is required to work, during any one calendar week, in excess of either their normally scheduled workday or work week shall be

compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.

2. **Factors Which Govern Compensation for Overtime Worked.** Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to one hundred (100) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the department head.
3. **Effect of Termination on Overtime.** Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.
4. **Approval.** All overtime work shall be subject to prior approval of the City Manager or their designee.
5. **Call Back Time.** An employee physically 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 (an authorized person may include: a communications dispatcher or supervisor) to an employee prior to the time that employee normally would leave home for reporting to duty on that workday, or a proper request to an employee after that employee has completed the normally assigned duty hours of that workday and has left their job with the anticipation of being off duty until the next workday. These call back provisions shall apply to mandatory meetings convened on an employee's scheduled day off. Time which is worked as overtime within the provisions of this section, and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee.

Whenever feasible, call back will first be offered to an employee in the classification and the unit that normally provides the work for which a call back is necessary. For example, if it is necessary to call back an employee to address an issue occurring within the purview of the impacted Department and/or division, attempts will be made to contact an employee from the impacted Department and/or division, within the classification required to perform the necessary work. If an employee from the impacted Department and/or division cannot be reached, then employees in the classification required to perform the necessary work will be contacted from other divisions in the City.

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

II D. SHIFT DIFFERENTIAL

1. An employee who is regularly assigned to work five (5) or more hours between the hours of 4 p.m. and 12 midnight (evening shift) shall receive an additional five percent (5%)

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

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

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

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

II E. BILINGUAL PAY

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

II F. TRAINING DIFFERENTIAL

Communication Dispatchers II, Code Enforcement Officers II, and Jailers shall receive a 5% differential above their base pay when assigned to formal training duties in accordance with the Police Department's training program for new Dispatchers, Code Enforcement Officers, and Jailers. Additionally, effective February 1, 2007, Communications Dispatchers II will receive two (2) hours of overtime per week during the time period they are assigned to formal training duties to facilitate the completion of the daily and bi-observation reports.

II G. LOCKSMITH DIFFERENTIAL

Effective April 1, 2018 (pursuant to agreement by the parties), employees in the Public Works Department shall be eligible to receive a Locksmith Pay Differential of 7% over their regular base pay when assigned to specific duties as defined below:

Managing the City's Key Control Policy, servicing and repairing locks for City facilities, maintaining our panic devices, and other duties related to locksmithing. Employees that receive this differential must be registered as a Certified Locksmith and be assigned as such by the Facilities Maintenance Superintendent.

II H. HAZARDOUS DUTY PAY DIFFERENTIAL

Effective April 1, 2018 (pursuant to agreement by the parties), employees in the following

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

- Maintenance Worker I/II
- Equipment Operator
- Groundskeeper
- Gardener
- Parks Construction and Maintenance Worker
- Maintenance Lead Worker
- Building Trades Worker I/II/Senior

Hazardous Duty Pay will only be paid to employees who are assigned by their supervisor and/or designee, to execute the hazardous duties defined below in (A). It will not be paid to an employee who undertakes to perform the hazardous duties listed below in (A) on their own, without proper authorization, either expressed or implied.

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

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

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

1. Homeless Encampment Abatement – Specifically, the abatement of established homeless encampments that includes removal of trash, junk, debris and personal items and potentially hazardous materials.
2. Charred Building Demolition – specifically, crews assigned to demolishing, abating and disposing of burnt and/or charred buildings.

II I. STANDBY PAY

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

II J. LONGEVITY PAY

Effective the first full pay period after the City Council approves the 2025-2028 MOU:

Full-time and permanent part-time employees who have completed their tenth (10th) year of permanent service with the City of Richmond shall receive an additional 1% longevity pay above

base salary. Full-time and permanent part-time employees who have completed their fifteenth (15th) year of permanent service with the City of Richmond shall receive an additional 2% above base salary for a total of 3% longevity pay. Full-time and permanent part-time employees who have completed their twentieth (20th) year of permanent service with the City of Richmond shall receive an additional 2% above base salary for a total of 5% longevity pay.

II K. PROMOTION - EFFECT ON RATE OF COMPENSATION

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

II L. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES

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

II M. ELIGIBILITY FOR SALARY ADVANCEMENT

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

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

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

II N. PERFORMANCE EVALUATIONS

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

Performance evaluations serve to 1) memorialize an employee's performance and behavior during the rating period, 2) identify and/or remind the employee about necessary performance and/or

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

II O. DEMOTION

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

ARTICLE III - INDIRECT PAY AND ALLOWANCES

III A. INSURANCE

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

1. Medical Insurance

1.1 CalPERS Health Insurance Plans

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.

The City shall pay the CalPERS Minimum Employer Contribution ("MEC") Amount required by law.

Cafeteria Plan for Additional City Medical Insurance Premium Contribution

For each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City, the City's monthly contribution toward the Cafeteria Plan will be based on their enrollment status as follows:

Employee Plus Two or More Dependents: The City's contribution shall be set at one hundred percent (100%) of the monthly premium of the PEMHCA Region 1 Kaiser Permanente family rate (employee plus two or more dependents) minus the PEMHCA MEC for those enrolling with employee plus two or more dependents.

Employee Plus One Dependent: The City's contribution shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee+1 rate

minus the PEMHCA MEC for those enrolling with employee plus one dependent.

Employee Only: The City's contribution shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee only rate minus the PEMHCA MEC for those enrolling with employee only.

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

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

1.2 **Medical Benefit Opt-Out**

An employee who provides proof of alternative health insurance coverage which is Patient Protection and Affordable Care Act compliant, may opt-out of the City's medical insurance coverage and shall receive one hundred fifty dollars (\$150.00) per month for employees eligible for employee-only medical insurance coverage and two hundred dollars (\$200.00) per month for employees eligible for two-party or family medical insurance coverage.

Under the Patient Protection and Affordable Care Act, the eligible opt-out arrangement conditions that must be satisfied in order for an employee to opt-out of the City's health care coverage are as follows:

- 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.

During the City's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.

The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

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

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

1.3 **Taxation**

The City shall not treat its medical benefit contributions described in Section III(A)(1)(1.1) above as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

1.4 **Permanent Part-Time Employees**

- a) Permanent part-time employees may receive medical benefits as follows: The City will only contribute the current CalPERS Minimum Employer Contribution Amount for part-time employees who regularly work between twenty and twenty-four hours per week. These employees shall pay the balance of the medical insurance premium.
- b) Permanent part-time employees who regularly work 25 hours or more per week may elect to receive the same medical plan benefits described in Section III(A)(1)(1.1) as full-time employees.

1.5 **Eligibility Changes**

Employees shall have the right to inform the City of an increase in their dependents at

any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules.

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

1.6 Retiree Medical Benefits

The City will pay the CalPERS Minimum Employer Contribution Amount on behalf of eligible retirees for CalPERS retiree medical insurance premiums. The City will also reimburse retirees who are eligible for retiree medical benefits as described in subsection "1.7" below in the amount of \$435.00 per month for retirees eligible for retiree only coverage and \$567.00 per month for retirees eligible for two-party or family coverage. Retirees may add new dependents during retirement but the City will not increase its reimbursement to contribute towards the premiums for these new dependents.

When a retiree or surviving dependent becomes eligible for Medicare benefits, the monthly reimbursement shall be reduced to the amount deducted from the pension check for supplemental medical insurance and shall be no more than the reimbursement for which they are eligible described above. The City will not cover any Medicare costs.

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

1.7 Retiree Medical Benefit Eligibility

To be eligible for the reimbursement described in Section III(A)(1)(1.6), the retiree must (1) retire within 120 days of separation from the City payroll, (2) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

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

Employees who retire on a PERS approved disability and have 10 years of service with

the City shall also be eligible for City reimbursement towards medical benefits as described in Section III(A)(1)(1.6).

1.8 Retiree Medical Benefit Conditions

The reimbursement set forth in Section III(A)(1)(1.6) shall be made monthly from the date of the first CalPERS pension check until the retiree ceases to participate in the PERS Medical program. However, if the retiree goes from having one or more dependents to having no dependents, the City's reimbursement shall be reduced as described in Section III(A)(1)(1.5). If the retiree becomes Medicare eligible, the City's reimbursement shall be reduced as described in Section III(A)(1)(1.6). If the retiree fails to report any of these changes in status to the City within 30 days of their occurrence, the retiree shall be liable for refunding the excess amounts received to the City.

1.9 Retiree Medical Benefit Survivors

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

1.10 Employee Retiree Health Insurance Pre-Funding Trust Contribution

Effective the pay period including January 1, 2024, employees shall begin making contributions to the retiree medical benefit pre-funding trust in an amount determined by the second-step annual base wage for their current job classification. The contribution amounts are as follows:

Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.

Employees in job classifications with annual second-step base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.

Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.

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

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.

2. **Dental Plan**

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

Employees may utilize the dentist of their choice to obtain dental care in the PPO Network as specified in the Delta Dental Benefit Highlights. The City's dental plan includes additional information regarding benefits. Permanent part-time employees shall be entitled to participate in the dental plan. These employees, and not the City, will pay the premium for the dental plan.

3. **Vision Plan**

The City shall contribute the full premium for a no deductible group vision plan providing for well-vision exams and/or new lenses every twelve months and new frames every twenty-four months. The City's vision plan includes additional information regarding benefits.

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

4. **Life Insurance**

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

5. **Disability Insurance**

The existing long-term disability insurance program for full-time employees shall include payment of sixty percent (60%) of the first \$5,000 of each employee's pre-disability earnings, reduced by deductible income, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

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

6. **Flexible Benefits Plan**

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

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

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

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

III B. LEAVES

1. Leaves of Absence

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

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

- a) They make a written request of their department head stating the reasons;
- b) The department head recommends it;
- c) The Director of Human Resources recommends favorable action to the City Manager; and
- d) The City Manager approves it.

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

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

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

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

- Leave of Absence without Pay
- Leave of Absence with Pay using the employee's accrued leave
- Sick Leave
- Workers Compensation Leave
- Vacation Leave

Military Leave
Bereavement Leave
Jury Duty
Parental Leave
Family & Medical Leave

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

2. **Bereavement Leave**

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

2.1 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. 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, compensatory leave, or other paid leave that is otherwise available to the employee. In unusual cases, additional full-pay leave may be granted by the City Manager, provided that the eligible employee justifies the need in writing and the department head and Director of Human Resources recommend approval.

2.2 Use of Bereavement Leave is subject to the approval of the City Manager or designee.

2.3 One (1) day of paid Bereavement Leave is available to attend services for relatives not meeting the definition of "family member" as defined in this section. These would include nieces, nephews, and cousins.

2.4 "Family Member" for purposes of this section is defined as spouse, child, stepchild, parent, stepparent, guardian, grandparent, grandchild, uncle, aunt, sibling, step-sibling, parent-in-law, sibling-in-law, minors living as a member of the family, and registered domestic partners.

2.5 Absence by eligible employees due to the death of persons other than those specified in this section shall be either in no-pay status or as vacation and/or compensatory time-off in amounts needed.

3. **Sick Leave**

3.1 **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.

3.2 Accrual Rate for Permanent Part-Time Employees.

Each permanent part-time employee who works at least 1,200 hours per calendar year shall be entitled to pro-rated sick leave based upon 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 37.5 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.

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.

3.3 Payment for Unused Sick Leave.

Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Forms for determining employee option preferences are administered by the office of the Finance Director such that employees will make their preferences known by January 15; if payment is selected, such payment shall be made no later than the second payroll period in February of that calendar year. When an employee elects to receive payment in cash or vacation time, their sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

3.4 Conversion of Sick Leave to Pension Credits.

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

3.5 General Provisions.

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

medical-dental authority, and family illness or injury.

3.6 Family Sick Leave.

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

A doctor's certificate indicating if an employee has a condition described in subsection "3.5" above must be furnished on the request of the City Manager or department head, or their designee, and at such time thereafter during the same sick leave as the City Manager or department head shall deem necessary. But in any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.

4. Family and Medical Care Leave.

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

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

4.1 Amount of leave.

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

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

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

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

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

5. **Parental Leave**

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

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

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

6. **Jury Duty**

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to fully paid leave during actual jury services. The following shall apply:

6.1 All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

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

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

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

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

7. **Military Leave**

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

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

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

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

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

8. **Vacation Leave**

8.1 An employee shall accrue vacation leave unless:

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

8.2 **Full-Time Employee Vacation Accrual Rate:**

Each full-time employee shall accrue vacation at the rates specified below beginning with the date of original appointment.

The authorized annual vacation leave for employees shall be:

WORKING DAYS

10
 15
 20
 25
 30

YEARS OF SERVICE

1-3
 4-14
 15-22
 23-29
 30 thereafter

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

- a) Each part-time employee and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment shall be entitled to pro-rated vacation leave based upon their date of employment, upon the number of calendar years in which service has been rendered, and upon the actual amount of time worked on the preceding calendar year; with the further provision that employees who work on a basic 40-hour work week and who have averaged 37.5 or more hours per week during the total scheduled work week per year shall be entitled to full vacation.
- b) A part-time worker who converts to full-time (without a break in service) would continue to accrue vacation at the same rate they have at the time of entry into full-time work. This accrual rate, and the date for increased allotment, are determined by the number of calendar years of vacation credit the employee has. Vacation accrual occurs only in those calendar years when an employee has worked 1,200 hours or more. These years of service do not have to be successive.

8.4 Limitation on Vacation During First Year of Service.

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

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

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

YEARS OF SERVICE

MAXIMUM ACCRUAL

| | |
|-------|-----------------|
| 1-3 | 20 working days |
| 4-14 | 30 working days |
| 15-22 | 40 working days |
| 23-29 | 50 working days |
| 30+ | 60 working days |

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

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

- b) No employee shall take more than the equivalent of one (1) annual vacation period in any one calendar year, except when vacation has been deferred at the request or order of the department head and approved by the City Manager, in the best interests of the City government and the employee.
- c) Vacation which was deferred at the request or order of the department head and approved by the City Manager is excluded from the preceding provisions of this section. Requests for deferring vacation must be presented to the City Manager before October 30 of any calendar year.

8.6 Time at Which Vacation Leave Shall be Taken.

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

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

8.7 Effects of Holidays and Vacation Leave.

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

8.8 Effect of Extended Military Leave on Vacation Leave.

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

8.9 Vacation Amounts at Termination of Active Employment.

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

8.10 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) workdays (based on your regularly scheduled work week) of accumulated vacation time. Payment of sold vacation time will be made on

the second payroll in December. Eligible employees must exercise this option on forms provided by the City no later than October 1 preceding that calendar years payout.

8.11 **Vacation Usage.**

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

9. **Injury Leave Payments**

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

9.2 If any employee exhausts their 39 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.

9.3 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. The City will consider providing an accommodation consistent with federal, state, and local law, provided the accommodation is medically necessary, reasonable, feasible, and likely to enable the employee to perform the essential functions of their position, and so long as it does not impose an undue hardship on the City of Richmond. This may include leave or other accommodations which might enable the employee to perform the essential functions of their position. 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.

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

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

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

employee to discipline.

9.7 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.

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

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

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

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

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

10. **Court Appearances**

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

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

III C. HOLIDAYS

1. The City recognizes the following paid holidays:

| | |
|----------------|-----------|
| New Year's Day | January 1 |
|----------------|-----------|

| | |
|----------------------------------|--|
| Martin Luther King, Jr. Birthday | Third Monday in January |
| Presidents Day | Third Monday in February |
| Cesar Chavez Day | March 31 |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Admission Day | September 9 |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 |
| Thanksgiving Holidays | Fourth Thursday in November and the following Friday |
| Christmas Day | December 25 |

2. Employees who are regularly-scheduled to work forty (40) hours per week shall receive eight (8) hours of paid time-off per holiday. Employees who are regularly-scheduled to work thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours of paid time-off per holiday. If the employee's regularly-scheduled shift exceeds these defined hours (e.g. for employees on 9/80 schedules), the employee may use accrued compensatory time-off or vacation to make-up the difference. For example, if an employee in a 37.5 hour per week classification is currently working a ten (10) hour shift, and a holiday falls on a ten (10) hour regular day, the employee must use two and one-half (2.5) hours of compensatory time-off or vacation to receive ten hours of pay for the holiday.
3. In addition to the holidays listed in paragraph 1 above, each employee shall be granted six (6) days and two (2) hours paid "floating holiday" time per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. With the exception of the two-hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.
4. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When a holiday falls on an employee's regular day off, the employee shall request an additional day off. The request shall be granted if staffing permits. If the additional day-off is granted, the employee will receive seven and one-half (7.5) hours of pay for thirty-seven and one-half (37.5) hour classifications or eight (8) hours of pay for forty (40) hour classifications. If the employee's regularly-scheduled shift exceeds the seven and one-half (7.5) or eight (8) hours (e.g. for employees on 9/80 schedules), the employee may use accrued compensatory time-off or vacation to make-up the difference. When staffing does not permit an additional day-off, the employee shall receive an additional seven and one-half (7.5) hours for thirty-seven and one-half (37.5) hour classifications and (8) hours for forty (40) hour classifications of pay at the employee's straight time rate.
5. Employees will be paid overtime for all regularly scheduled hours that they work on a

holiday. A holiday is the 24-hour period of the day listed in Article 3(C)(1) above, starting at 0000 hours and ending at 2400 hours. Employees do not receive overtime for hours worked before or after the holiday during shifts that include hours over two consecutive calendar days, one of which is a holiday, unless required by law.

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

III D. ALLOWANCES

1. **Meal Allowance**

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

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

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

2. **Personal/Professional Development**

Upon the submission of appropriate documentation and approval by the City, employees represented by the Union shall be eligible to receive up to \$1,250 per fiscal year for personal and professional development, or purchase of computer hardware or software, or items directly related to a regular, continuous physical fitness program (no clothing), for example, fitness center dues or exercise equipment.

3. **Tuition Reimbursement**

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

4. **Safety Footwear**

City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety footwear in the performance of their duties. Parties further agree that a receipt must accompany requests for such reimbursement. Employees to whom the City provides safety footwear reimbursement, shall be required to wear them in the course of their work. (Attachment E)

5. **Certifications and Licenses**

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

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

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

If the City requires that an employee obtain a certification or license that is not a minimum qualification for a position, the City and the Union will meet and confer to discuss an appropriate level of compensation for the completion of the certification or license.

The City will not pay a premium pay for a certification or license that is a minimum qualification of a position. For example, it is a minimum qualification of the Maintenance Worker II to possess and maintain a class A Driver's License, and it is a minimum qualification for an Equipment Operator to possess and maintain a class A or B Driver's License (depending on assignment). In these examples, the City will not pay a premium pay as the possession and maintaining of those licenses is a minimum qualification of the classifications. Without the licenses in these two examples, the employee(s) would not meet the minimum qualification of their positions and would be unable to qualify for those positions.

6. **Uniforms**

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

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

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

and the second paycheck in December; monthly reimbursement will be paid in twelve equal installments with the second paycheck in each month.

7. **Tools**

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

8. **Rain Gear**

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

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

III E. PART-TIME PROVISIONS

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

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

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

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

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

Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the amount described in Article III, Section A(1.4)(a).

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

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

III F. RETIREMENT

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

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

ARTICLE IV - WORKING CONDITIONS

IV A. HOURS OF WORK, MEAL PERIODS AND REST PERIODS

1. **Departmental Working Hours:**

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

2. **Definitions of Certain Work Units:**

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

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

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

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

3. **Length of Work Week:**

City employees generally shall have the following work weeks:

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

All other employees covered by this MOU, 40 hours.

4. **Attendance:**

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

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

This section shall not apply to instances where employees take reasonable time off during working hours for the purpose of meeting with City representatives regarding grievances arising over the interpretation or enforcement of any term or condition of employment were such time off is authorized by any applicable Memorandum of Understanding and the time off has been scheduled in advance with the supervisor so as not to interfere with workload and job requirements as determined by the department head or division head. At the time of an employee's job abandonment, the City shall notify the employee in writing of their automatic resignation, stating the reason(s) therefore and providing copies of any documentation relied upon in support of the automatic resignation. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. The employee may within fifteen (15) days of receiving notice of their automatic resignation file a request for reinstatement with the Director of Human Resources , setting forth an explanation as to the cause of their absence. After reviewing the employee's response to the notice of proposed automatic resignation, the Director of Human Resources may in their discretion reinstate the employee based upon the response provided by the employee, or alternatively, he or she may affirm the operation of the automatic resignation as set forth in the original notice.

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

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

IV B. SHIFT CHANGES

1. City agrees to restrict shift or schedule changes made with less than one (1) week's notice to emergency situations only.
2. All employees will normally be scheduled to have at least eight (8) hours off between work shifts. Where an employee is not provided an eight (8) hour break between shifts, they will be compensated at the overtime rate for those hours worked during the eight (8) hour period which the employee would normally be off work.

IV C. SAFETY COMMITTEE

The City agrees to establish a City-wide safety committee which will include membership from Local 1021, as well as other bargaining units and management. The committee will meet on matters of mutual concern on at least a quarterly basis. The purpose of the committee will be to entertain, discuss, and make recommendations on matters of concern regarding all aspects of safety in the workplace. Recommendations from this committee shall be made to the City Manager. This committee does not preclude operating departments from having departmental safety committees. The committee's meetings are not "negotiations" under the MMBA.

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

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

IV D. MEETINGS WITH SUPERVISORS

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

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

IV E. EMPLOYEE ASSISTANCE PROGRAM

1. The City and the Union recognize the value and need for counseling and assistance programs to help employees deal with problems such as alcohol or chemical dependency, divorce, stress, psychological concerns or other circumstances which can interfere with job performance and job satisfaction. Both parties view the EAP as a positive tool to help deal with these type of problems.
2. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling and crisis intervention.
3. **Eligibility:**
The EAP is available to all bargaining unit employees and their families.

4. **Referrals:**

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

5. **Confidentiality:**

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

6. **Job Security:**

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

7. **Report and Evaluation:**

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

8. **Contractual Rights and Obligations:**

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

IV F. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS

1. **Safety Training:**

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

2. **Smoking Cessation:**

The City will offer smoking cessation programs at no cost to employees. If the program is unsuccessful for an employee, subsequent courses will be at the employee's own expense.

3. **Light Duty Program:**

Injured employees who are unable to work at their regular job may be referred to a "work hardening center" for evaluation of their disability and their abilities. With medical approval, injured employees may return to a different position with no loss of pay or benefits if the City determines that a light duty position can be temporarily created.

4. **Stress Reduction:**

The City will make stress reduction programs available to all employees.

ARTICLE V - PERSONNEL PROVISIONS

V A. LAYOFF

1. The City Manager may layoff an employee from the classified service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.
2. At least thirty (30) days prior to the effective day of a proposed layoff, the department head shall notify the Personnel Director of the proposed action with the reasons therefore and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. A copy of such notice shall be given the employee affected, the Chapter President, and the Union Field Representative.
3. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served on the established date for the layoff to become effective. This will permit layoff to the next lower class provided the total City seniority both as a full-time permanent employee and/or as a permanent part-time employee exceeds the total seniority of at least one (1) employee in the next lower class. Layoff to the same or a lower class shall occur City-wide, enabling employees to move within other departments. Transfers to comparable classes may occur as determined by the Director of Human Resources after meeting and conferring with the Union. Permanent part-time employees will earn seniority on an hour for hour basis.
4. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.
5. The names of probationary employees and employees with permanent status who are laid off shall be placed on appropriate re-employment lists in the order of total cumulative time served in the Classified Service of the City. Total cumulative time in such cases shall include time served on military leave of absence from the Classified Service.
6. **Job sharing:** In an effort to avoid layoffs, the City and the Union may explore the use of job sharing or voluntary reduced work hours.

V B. PROBATIONARY PERIOD

1. Purpose of the Probationary Period.

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

2. Length of Probationary Period.

All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. A one-year probationary period shall be served by all those individuals initially appointed to the classified service. Individuals appointed to the classification of Communications Dispatchers will serve an eighteen (18) month probationary period. The department head may request that a probationer may be granted their earned permanent status in less than one-year (eighteen (18) months for Communications Dispatchers). Any time served as a temporary, seasonal or contract employee in the same job classification shall be applied to the original permanent probationary period up to a maximum of six months. The City shall advance each of said employees to the next salary step following successful completion of said probationary period providing the employee has performed meritoriously. Release of probationary employees is not subject to the grievance procedure.

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

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

The City may extend a probationary period one time for no more than six months. The Union may request that the City extend a probationary period one time for no more than six months. The Union may not grieve the City's response to a Union probationary extension request.

The Union will be notified if a probationary period is extended. The City will provide the Union with copies of any documents describing the basis for the extension of the probation if the impacted employee provides Human Resources written authorization to do so. If the employee passes the extended probation, the employee's step increase will take effect retroactive back to the end of the employee's original probationary period.

3. Rejection During Probationary Period.

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

4. **Rejection of Probationer Following Promotion.**

Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which 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.

5. **Probationary Performance Reports.**

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

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

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

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

V C. REINSTATEMENT

1. An employee who has resigned with a good record as has been determined by the department head at the time of resignation upon the prescribed form, or who has been laid off, may be reinstated within three (3) years to their former position, if vacant, or to a vacant position in the same or comparable class, or to a lower class in the same class series, in the absence of a re-employment list or appropriate promotional eligible list.
2. Reinstatement is not a right which an employee may exercise at their option, but rather a means by which a department head may bring back an employee who has rendered fit and efficient service.
3. An ex-employee who is reinstated is not entitled to sick leave for prior service.
4. If there is a question of physical or mental ability or of knowledge and skills, proper examinations may be required by the Human Resources before an ex-employee can be reinstated. A medical examination may be required.

V D. RESIGNATION

1. An employee wishing to leave the Classified Service in good standing shall file with their supervisor at least 14 days before leaving the service, a written resignation stating the

effective date and reasons for resigning. The resignation shall be forwarded to the Director of Human Resources with a statement by the department head evaluating the services of the employee.

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

V E. SEVERANCE PAY

A permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of ten (10) days (pro-rated if permanent part-time) of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently re-employed by the City shall only be entitled to receive severance pay for those workdays during which the individual was not in an employment status.

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

V F. REASSIGNMENT

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

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

V G. TRANSFER

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

V H. ORAL INTERVIEWS - UNION OBSERVER

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

V I. PAY DAYS

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

V J. SEWER MAINTENANCE TITLES

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

V K. ACTION FORMS

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

V L. PERSONNEL FILES

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

V M. EXAMINATION ANNOUNCEMENTS

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

V N. NEPOTISM

- **General Policy**

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

- **Employee Marriages**

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

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

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

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

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

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

V O. UTILIZING THE LEAP PROGRAM

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

V P. FLEXIBLY STAFFED POSITIONS

The City and Union agree to meet to discuss the current problem of employees in flexibly staffed positions working in a higher classification without compensation. The City and Union will meet to identify the relevant classifications and develop a process to address the issue.

ARTICLE VI - GRIEVANCE AND APPEAL

VI A. GRIEVANCE DEFINITION AND PROCEDURE

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

A grievance is an allegation by the Union or one or more employees that the City has violated the Memorandum of Understanding (MOU) concerning the interpretation, enforcement, or application of a specific provision of this MOU. An alleged violation that can be raised as a defense of any kind to a disciplinary action must be raised in the appeal to the disciplinary action and may not be grieved under this Section.

1. **Time Limits:** The employee and/or the Union must initiate a grievance within twenty-one (21) calendar days (all time limits in this section use “days” to mean “calendar days”) of the occurrence of the dispute or twenty-one (21) days from such time as the employee could have been aware of the problem. At each grievance procedure step, the City representatives shall have fourteen (14) days to respond to the grievance, unless specified otherwise below. The Union or employee shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. The time limits of the grievance procedure (including those for meetings) may be extended by mutual agreement of the parties. Failure of the Union or employee to act within the specified time limits, unless mutually extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless mutually extended, shall cause the grievance to be moved to the next higher step. Furthermore, by mutual agreement in writing, the parties may bypass meetings or steps set forth in this process.
2. **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Complaints involving or concerning the payment of compensation are subject to this grievance procedure only if they conform to the definition of “grievance” stated above. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than three (3) years from the date upon which the grievance was filed.
3. **Procedure:**
Step 1: Immediate Supervisor.
An employee (or Union) who believes that they have a grievance shall discuss their

complaint with their immediate supervisor (or such management official designated by the department head). This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management employee will have fourteen (14) days from the date of the informal discussion to respond to the filer of the grievance. If an agreement is reached to resolve the issue, the immediate supervisor/management employee will confirm the outcome in writing.

Step 2: Department Director.

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

Step 3: Director of Human Resources.

If the parties do not resolve the grievance at Step 2, the Union or employee shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources will meet with the grievant within twenty-one (21) days of having received the grievance and shall reply within ten (10) days following said meeting.

Step 4: Mediation.

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

If a State mediator is not timely available and the parties are unable to mutually agree on a mediator, the parties shall request a list of seven (7) mediators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union, if the "winner" or the City if the Union is not the "winner," shall strike the first name and the parties alternatively strike mediator names from the list until one name remains. That remaining name shall be the assigned mediator unless the mediator is unavailable during the next forty-five (45) days and then the second to last name shall remain. (The process of moving up the names if the mediator is unavailable during the next forty-five (45) days shall continue until a mediator is timely available.) Any fees and expenses of the mediator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

Step 5: Arbitration.

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

An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union, if the "winner" or the City if the Union

is not the “winner,” shall strike the first name and the parties alternatively strike arbitrator names from the list until one name remains. The parties shall select an arbitrator within ten (10) days of the Parties’ receipt of the list of arbitrators from the State Mediation and Conciliation Service. Any fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The arbitrator’s decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this MOU. Copies of the decision will be furnished to both parties.

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

VI B. DISCIPLINE

1. **Written Reprimand.** Written reprimands may be appealed to the employee’s department director within fourteen (14) days following receipt of the reprimand. The department director’s response to the appeal shall be final. The employee and/or the Union may submit a statement of rebuttal within ten (10) days of the employee’s receipt of the reprimand which shall be maintained with the reprimand in the employee’s file for so long as the reprimand remains.
2. **Disciplinary Action (Demotion, Unpaid Suspension, Dismissal, Reduction in Pay).**
 - 2.1 The City shall issue a written Notice of Intent to Discipline to the employee. The written notice shall include:
 - a) a description of the proposed action and its effective date(s);
 - b) a clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
 - c) a statement advising the employee has the right to respond, either verbally or in writing, to the proposed disciplinary action and the employee’s written response or employee’s request to present a verbal response must be made within fourteen (14) days of the written notice;
 - d) a statement advising the employee that an untimely response constitutes a waiver of the right to respond; an
 - e) a statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.
 - 2.2 If the employee elects to respond in person, a meeting will be scheduled with the “Skelly Officer” at which time the employee will be given the opportunity to respond to the proposed action. The employee is entitled to be represented by a person of their choosing at the meeting. The Skelly meeting ensures that the employee has been informed of the allegation(s) through a notice of intended disciplinary action, has

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

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

No action to impose discipline against an employee shall be initiated more than ninety (90) days from the date of the conclusion of a timely formal investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

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

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

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

OR

Arbitration. The Union may request arbitration in lieu of a presentation to the Personnel Board. An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin, the Union shall strike first if the coin lands heads-up and the City shall strike first if

the coin lands tails-up. Thereafter, the parties shall alternatively strike arbitrator names from the list until one name remains. Any fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

The arbitrator shall have access to all written statements and documents relevant to the discipline appeal. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this MOU. Copies of the decision will be furnished to both parties.

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

ARTICLE VII - RESOLUTION

VII A. TERM OF AGREEMENT

This Memorandum of Understanding shall be in full force commencing July 1, 2025 and ending June 30, 2028.

VII B. CONTRACTING OUT/TEMPORARY EMPLOYEES

1. The City will notify the Union at least forty-five (45) days in advance of any action taken by the City to contract or subcontract work customarily performed by the members of the General Employee Bargaining Unit, and the Union shall be provided an opportunity to discuss with the City any effect of such contracting or subcontracting upon the members of the bargaining unit.
2. The City shall not, during the term of this MOU, contract out any work in the areas of (1) street sweeping, (2) parks and recreation centers, or (3) libraries. Further, the City certifies that as of the effective date of this Agreement it has no intent to contract out any further work in the areas of street maintenance or "signs and lines."
3. Any seasonal, contract, and/or temporary employee performing work customarily performed by members of the bargaining unit (defined for purposes of identification as employees hired in any of the classes represented herein) shall not be employed for more than 180 days in any 12-month period without a specific extension signed by the Parties hereto. The City will provide formal notification to the employee of their starting and ending employment dates. When competent medical authority (i.e., physician or psychologist) states that an employee will be unavailable to return to work within the 180 days specified above, that position may continue to be filled by a temporary employee up to a maximum of 270 days.
4. The City shall provide the Union a list of all temporary and grant workers on the first working day of each month.

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

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

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

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

VII C. AGREEMENTS FURNISHED

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

VII D. CONTINUATION OF BENEFITS

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

VII E. FULL UNDERSTANDING

The parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to 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.

VII F. SEVERABILITY OF PROVISIONS

In the event one or more provisions of this Memorandum of Understanding are declared by a Court or administrative body of competent jurisdiction to be illegal or unenforceable, such findings shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

VII G. RETROACTIVITY

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

VII H. NO STRIKE/NO LOCKOUT PROVISION

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

VII I. UNION BUG

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

VII J. LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS

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

For the Union:

For the City:

Ronald Collins
Chief Negotiator
SEIU Local 1021

Jack Hughes
Chief Negotiator
City of Richmond

Josiah Branaman
Field Representative
SEIU Local 1021

Nickie Mastay
Deputy City Manager
City of Richmond

Kevin Tisdell
President
SEIU Local 1021

LaShonda White
Deputy City Manager
City of Richmond

Henry Powell
Vice President
Richmond Chapter, SEIU Local 1021

Sharrone Taylor
Director of Human Resources
City of Richmond

Angela Cox
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

Emily Combs
Director of Finance
City of Richmond

Isaac Martinez
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

Catherine Selkirk
Human Resources Manager
City of Richmond

Fidencio Morales
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

Rosanne Ryken
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

Tania Swartz
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

Sheila Williams
Bargaining Team Member
Richmond Chapter, SEIU Local 1021

ATTACHMENT A – CLASSIFICATIONS

City of Richmond SEIU Local 1021 Full - Time General Employees Effective June 30, 2025

| Job Class Title | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-----------------------------------|-------|------------|------------|-------------|-------------|-------------|
| Accountant I | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Accountant I | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Accountant II | G108 | \$8,587.50 | \$9,016.86 | \$9,467.70 | \$9,941.10 | \$10,438.16 |
| Accounting Assistant | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Administrative Assistant | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Administrative Trainee | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Accountant I | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Aquatic Specialist | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Assistant Engineer | G109 | \$9,435.52 | \$9,907.28 | \$10,402.64 | \$10,922.78 | \$11,468.92 |
| Assistant Planner | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Assistant Transportation Planner | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Associate Planner | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Associate Transportation Planner | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Asst Police Property Tech | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Auditorium Leadworker | G204 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Bookmobile Driver/Library Asst | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Building Inspector | 052B | \$7,163.74 | \$7,512.26 | \$7,890.12 | \$8,275.42 | \$8,677.10 |
| Building Trades Worker I | G203 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Building Trades Worker II | 138 | \$6,886.16 | \$7,218.80 | \$7,579.22 | | |
| Building Trades Worker, Senior | G206 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Business License Field Invest. | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Business License Specialist | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Business Services Specialist | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Buyer I | 043H | \$6,079.96 | \$6,348.46 | \$6,630.64 | \$6,936.32 | \$7,257.66 |
| Buyer II | 052D | \$7,301.22 | \$7,650.68 | \$8,036.38 | \$8,425.74 | \$8,838.40 |
| Cable TV Engineering Sppt Asst | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Cable TV Prod Support Asst | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Carpenter | G206 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| City Clerk Admin Specialist | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Code Enforcement Officer I | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Code Enforcement Officer II | 052B | \$7,163.74 | \$7,512.26 | \$7,890.12 | \$8,275.42 | \$8,677.10 |
| Comb. Equip Mechanic Lead Wkr | G207 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Comb. Equipment Mechanic | G206 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Communications Call Taker | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Communications Dispatcher I | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Communications Dispatcher II | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Communications Dispatcher III | G108 | \$8,587.50 | \$9,016.86 | \$9,467.70 | \$9,941.10 | \$10,438.16 |
| Community Intervention Specialist | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Community Services Technician | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Compliance Specialist | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Construction Inspector I | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Construction Inspector II | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Crime Analysis Technician | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Crime Prevention Specialist | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Crime Scene Technician | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Deputy City Clerk | 052H | \$7,367.74 | \$7,725.62 | \$8,109.48 | \$8,503.98 | \$8,923.26 |

| | | | | | | |
|------------------------------------|------|------------|------------|------------|------------|------------|
| Duplicating Mail Specialist | 18 | \$4,693.54 | \$4,927.86 | \$5,174.10 | \$5,432.88 | \$5,703.98 |
| Electrician I | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Electrician II | 145 | \$7,197.66 | \$7,576.80 | \$7,976.02 | \$8,370.50 | \$8,755.54 |
| Environmental Compliance Insp | 052G | \$7,425.14 | \$7,781.38 | \$8,172.10 | \$8,569.82 | \$8,988.32 |
| Equipment Mechanic I | G202 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Equipment Mechanic II | G204 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Equipment Mechanic, Senior | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Equipment Operator | G204 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Equipment Parts Specialist | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Equipment Parts Storekeeper | G203 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Executive Assistant I | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Executive Assistant II | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Facilities Maintenance Worker I | G201 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Facilities Maintenance Worker II | 129 | \$5,646.84 | \$5,901.22 | \$6,160.30 | | |
| Family Literacy Specialist | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Gardener | 129 | \$5,646.84 | \$5,901.22 | \$6,160.30 | | |
| Groundskeeper | G201 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Housing Assistance Representative | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Housing Finance Representative | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Housing Program Specialist | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Housing Program Specialist, Senior | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Housing Representative | 48 | \$6,041.52 | \$6,330.18 | \$6,617.06 | \$6,936.20 | \$7,283.26 |
| Human Resources Technician I | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Human Resources Technician II | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Human Resources Technician III | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Information Technology Assistant | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Jailer | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Junior Engineer | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Lead Police Records Specialist | 46 | \$5,799.68 | \$6,041.52 | \$6,330.18 | \$6,617.06 | \$6,936.20 |
| Learning Center Coordinator | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Lending Library Specialist | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Librarian I | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Librarian II | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Library Assistant I | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Library Assistant II | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Library Associate | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Library Info Systems Support Tech | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Maintenance Lead Worker | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Maintenance Mechanic I | G202 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Maintenance Mechanic II | G204 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Maintenance Worker I | G201 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| Maintenance Worker II | G203 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| MIS Technician | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Neighborhood Change Agent | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Office Assistant | 14 | \$4,686.02 | \$4,919.40 | \$5,164.80 | \$5,425.78 | \$5,696.24 |
| Office Specialist | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| ONS Field Coordinator | 052D | \$7,301.22 | \$7,650.68 | \$8,036.38 | \$8,425.74 | \$8,838.40 |
| Painter | G206 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Paralegal | G107 | \$7,824.60 | \$8,215.82 | \$8,626.62 | \$9,057.94 | \$9,510.84 |
| Parking Enforcement Representative | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Parks Construction & Maint Worker | G203 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Payroll Coordinator | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Payroll Specialist | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Permit Technician I | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Permit Technician II | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |

SEIU Local 1021
 2025-2028 Memorandum of Understanding

| | | | | | | |
|-----------------------------------|------|------------|------------|------------|-------------|-------------|
| Planning Technician I | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Planning Technician II | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Police Assistant | 34 | \$5,115.50 | \$5,305.32 | \$5,500.78 | \$5,706.38 | \$5,943.12 |
| Police Property Technician | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Police Records Specialist | 034A | \$5,048.42 | \$5,299.68 | \$5,563.58 | \$5,842.50 | \$6,134.40 |
| Prop Maint & Housing Inspector | 052B | \$7,163.74 | \$7,512.26 | \$7,890.12 | \$8,275.42 | \$8,677.10 |
| Purchasing Assistant | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Recreation Program Coordinator | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Registration Specialist | G103 | \$5,455.06 | \$5,727.80 | \$6,014.20 | \$6,314.90 | \$6,630.64 |
| Resident Housing Manager | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| R-Transit Assistant | G101 | \$4,586.14 | \$4,815.46 | \$5,056.22 | \$5,309.04 | \$5,574.50 |
| R-Transit Driver | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| R-Transit Driver Leadworker | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Senior Building Inspector | G108 | \$8,587.50 | \$9,016.86 | \$9,467.70 | \$9,941.10 | \$10,438.16 |
| Senior Cable Tv Prod Assistant | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Senior Electrician | 147 | \$8,877.20 | \$9,296.50 | \$9,757.12 | \$10,227.20 | \$10,736.26 |
| Senior Library Assistant | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Senior Maintenance Mechanic | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Senior Permit Technician | G106 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Senior Resident Housing Manager | G102 | \$4,998.90 | \$5,248.84 | \$5,511.28 | \$5,786.84 | \$6,076.20 |
| Sr Environ Compliance Inspect | G108 | \$8,587.50 | \$9,016.86 | \$9,467.70 | \$9,941.10 | \$10,438.16 |
| Stationary Engineer | G206 | \$7,137.60 | \$7,494.48 | \$7,869.22 | \$8,262.66 | \$8,675.82 |
| Telephone Radio Specialist | 137A | \$6,558.86 | \$6,886.38 | \$7,217.96 | \$7,579.22 | \$7,958.88 |
| Tree Lead Worker | G205 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Tree Trimmer | G204 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Utility Lead Worker | 135A | \$6,444.46 | \$6,741.80 | \$7,033.26 | | |
| Vocational Constr Bldg Instructor | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |
| Vol Tutor / Learner Coordinator | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Workforce Specialist I | G104 | \$5,959.64 | \$6,257.62 | \$6,570.50 | \$6,899.04 | \$7,243.98 |
| Workforce Specialist II | G105 | \$6,518.38 | \$6,844.28 | \$7,186.50 | \$7,545.82 | \$7,923.10 |

ATTACHMENT B – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

For more information, see section III.B.9 of this MOU and the City's Health and Safety Manual.

ATTACHMENT C – WEINGARTEN RIGHTS

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

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

ATTACHMENT D – BUILDING INSPECTORS’ CERTIFICATIONS

| Proponent Agency | Certification Title |
|------------------------|--|
| ICBO ¹ | Building Inspector |
| ICBO | Building Code Accessibility/Usability Specialist |
| ICBO/IAEI ² | Electrical Inspector |
| ICBO | Plumbing Inspector |
| IAPMO ³ | Plumbing Inspector |
| IAPMO | Mechanical Inspector |
| ICBO | Combination Dwelling Inspector |
| ICBO | Light Commercial Combination Inspector |
| ICBO | Plans Examiner |
| ICBO | Uniform Fire Code Inspector |
| IFCI ⁴ | Company Officer Fire Code Inspector |
| ICBO | Structural Masonry |
| ICBO | Structural Steel and Welding |
| ICBO | Spray-applied Fireproofing |
| ICBO | Reinforced Concrete |
| ICBO | Prestressed Concrete |
| IAEI | Electrical Inspector Plan Review |
| AACE ⁵ | Housing Inspector |
| AACE | Zoning Inspector |
| NCPP ⁶ | Elevator Inspector |
| NCPP | CABO One and Two Family Dwelling Inspector |
| IFCI | Underground Storage Tank Certification |
| CACEO | Certified Code Enforcement Officer |

-
- 1 International Conference of Building Officials
 - 2 International Association of Electrical Inspectors
 - 3 International Association of Plumbing and Mechanical Officials
 - 4 International Fire Code Institute
 - 5 American Association of Code Enforcement
 - 6 National Certification Program for Construction Code Inspectors

ATTACHMENT E – SAFETY SHOE REIMBURSEMENT CLASSIFICATION LISTING

The following list is a representation of the classifications that are eligible for safety shoe reimbursement. This list is neither exhaustive nor definite, and classifications can be added by mutual agreement between the City and the Union.

Job Classification

Building Trades Worker I/II/Senior
Building Inspector
Carpenter
Code Enforcement Officer I/II
Combination Equipment Mechanic Lead Worker
Combination Equipment Mechanic
Crime Scene Technician
Electrician I/II/Senior
Equipment Mechanic I/II/Senior
Equipment Operator
Gardener
Groundskeeper
Jailer
Maintenance Lead Worker
Maintenance Worker I/II
Painter
Parking Enforcement Representative
Parks Construction & Maintenance Worker
Police Records Specialist
Resident Housing Manager
Senior Building Inspector
Stationary Engineer
Tree Lead Worker
Facilities Maintenance Worker I/II

ADDENDUM TO THE MOU **CIVILIAN PROBATIONARY REVIEW BOARD**

1. **Policy:** The Chief of Police shall establish, within the Police Department, a Civilian Probationary Review Board which shall review, on a monthly basis, the performance of civilian probationary employees.
2. **Authority:**
 - a) The Civilian Probationary Employee Review Board shall have the authority to review and comment upon all evaluations of civilian probationary employees, both in terms of the process prescribed in this policy and the manner of its use. The Board shall recommend any necessary change in the training process or use of evaluations.
 - b) The board shall have the authority to summon any civilian probationary employee, trainer, or supervisor to appear before the Board in relation to any review/hearing process.
 - c) The Board shall have the authority to return evaluations for revision and/or clarification when deemed appropriate.
3. **Function:** The Civilian Probationary Review Board shall review all civilian probationary employees to include: Weekly evaluations packages, any other evaluations, material, disciplinary actions or written documents related to the civilian probationary employee.
4. **Civilian Employee Review Board Appearances:** In addition to review of written documents, the Board shall have the option to summon the civilian probationary employee to appear before the Board anytime during the training process. The Board shall summon the civilian probationary employee to appear after completion of the training process.
 - a) **Twelfth Month and Eighteenth Month Final Appearance:** This appearance is mandatory for non-sworn probationary employees. For non-sworn employees making their twelfth month appearance (eighteenth month for Communications Dispatchers), the Board will make a final recommendation to the Chief of Police of either retention with permanent status or rejection from probation.
 - b) **Rejection Appearance (Hearing):**
 - i. At the direction of the Chief, the Civilian Employee Review Board shall meet to review a recommendation for rejection of a civilian probationary employee at any time during the probation period. The Board shall review any and all available documentation relating to the rejection recommendation.
 - ii. The Board may also summon trainers and/or supervisors involved in any way with the rejection recommendation for the purpose of making further inquiry.
 - iii. The Board, upon completion of interviews and review, shall summon the civilian probationary employee in question to appear before the Board. The Board shall ensure that the employee is made aware of the recommendation for rejection and the cause (s) for it. The Employee shall then be given the opportunity to respond to any inquiries from Board members and explain their position. The probationary employee must be notified at least two (2) days before the hearing.

- iv. Upon conclusion of the appearance by the employee in question, the Board shall, in closed session, make a determination as to a final recommendation and forward it to the Chief.
5. Civilian Employee Review Board Composition: The Civilian Probationary Employee Review Board shall include seven (7) civilian employee members and be diverse in its ethnic composition. A quorum shall consist of a minimum of five (5) voting members.
 - a) Chairperson (1-Captain): The chairperson of the Board shall be a Captain appointed by the Chief of Police.
 - b) Board Members (2-Supervisors/Managers): The Chief of Police shall appoint two (2) civilian supervisors or managers.
 - c) Board Members (5-Civilian Employees): The Chief of Police will appoint five (5) non-supervisory civilian police employees to serve as members of the Probationary Review Board.
 - d) Training Section Sergeant: The Training Section Sergeant shall serve in an advisory capacity to the Board and shall be responsible for assembling submitted material and summoning personnel to appear before the Board.
6. Board Meetings:
 - a) The Board shall meet whenever directed by the Board Chairperson or upon recommendation from the Training Section Sergeant.
 - b) Civilian Probationary Review Board members shall not discuss any sensitive information or issues with non-board members unless directed to do so by the Board Chairperson or Chief of Police.
 - c) Distribution of "Employee Performance Evaluations" shall be coordinated to best coincide with meeting of the Board.
 - d) Final Probationary Performance Evaluations for civilian police employees are to be distributed forty-five (45) days before the employee's anniversary date. The affected Bureau Commander will ensure its return to the Support Services Bureau at least ten (10) days before the employee's anniversary date.
7. Documentation of Board Meetings:
 - a) The meeting of the Board shall be documented by the Training Sergeant. In her/his absence, the responsibility will be that of the chairperson or her/his designee. A file of those reports shall be maintained by the Training Section.
 - b) All materials reviewed by the Board shall be returned to the Support Services Bureau or forwarded to their respective repositories.
 - c) The Chairperson of the Board shall submit to the Chief of Police a synopsis of the meeting.

ADDENDUM TO THE MOU
CITYWIDE SERVICE QUALITY COMMITTEE SIDE LETTER

Side Letter to the MOU
Between
United public employees, Local 790
and
City of Richmond

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

Larry Hendel, Representative

Eric Larson
Workforce Relations Officer

INDEX

| | |
|--|----|
| Acting Pay | 7 |
| Action Forms..... | 41 |
| Agreements Furnished | 48 |
| Allowances..... | 12 |
| Attendance | 33 |
| | |
| Bereavement Leave | 19 |
| | |
| Call Back Time..... | 8 |
| Certifications and Licenses | 30 |
| Compensation Time..... | 7 |
| Continuation of Benefits..... | 48 |
| Contracting Out | 47 |
| Court Appearances | 28 |
| | |
| Demotion | 12 |
| Dental Plan | 17 |
| Disability Insurance..... | 17 |
| Discipline | 45 |
| Discrimination Prohibited..... | 1 |
| Dues Deduction | 2 |
| | |
| Employee Assistance Program..... | 35 |
| Examination Announcements..... | 41 |
| | |
| Family and Medical Care Leave | 21 |
| Family Sick Leave | 21 |
| Flexible Benefits Plan..... | 17 |
| Floating Holidays | 29 |
| Full Understanding | 48 |
| | |
| General Provisions..... | 1 |
| Grievance Procedure | 42 |
| Grievance Time Limits | 43 |
| | |
| Holidays | 28 |
| Hours of Work | 33 |
| | |
| Indirect Pay..... | 12 |
| Injury Leave | 26 |
| Insurance | 12 |
| | |
| Jury Duty..... | 22 |
| | |
| Labor/Management Organizational Discussions..... | 49 |
| Layoff | 36 |
| LEAP Program | 42 |
| Leaves | 18 |
| Leaves of Absence | 18 |
| Library Shift Differential | 9 |
| Life Insurance..... | 17 |
| Long Term Disability Insurance..... | 17 |

| | |
|---|--------|
| Meal Allowance | 29 |
| Meal and Break Periods..... | 33 |
| Medical Benefit Opt Out..... | 13 |
| Medical Eligibility Changes | 15 |
| Medical Insurance | 12 |
| Meeting with Supervisors | 35 |
| Military Leave | 23 |
| Mutual Rights | 2 |
| | |
| Nepotism | 41 |
| No Strike/Lockout | 48 |
| | |
| Parental Leave | 22 |
| Part-time Provisions | 32 |
| Pay Days..... | 40 |
| Performance Evaluations..... | 11 |
| Performance Reports, Probationary..... | 38 |
| Personal/Professional Development | 30 |
| Personnel Files..... | 41 |
| Personnel Provisions..... | 36 |
| Preamble..... | 1 |
| Probationary Period..... | 37 |
| Probationary Period, Length..... | 37 |
| Probationary Period, Rejection During..... | 38 |
| Promotion | 10, 11 |
| | |
| Rain Gear | 31 |
| Reassignment | 40 |
| Recognition..... | 2 |
| Reinstatement | 39 |
| Resignation | 39 |
| Retiree Medical | 15 |
| Retroactivity | 48 |
| | |
| Safety Committee | 34 |
| Safety Training | 36 |
| Salary | 7 |
| Salary Advancement..... | 11 |
| Severability of Provisions..... | 48 |
| Severance Pay..... | 39 |
| Sewer Maintenance Titles | 40 |
| Shift Changes | 34 |
| Shift Differential | 8 |
| Sick Leave..... | 20 |
| Sick Leave, Accrual Rate | 20 |
| Sick Leave, Conversion to PERS Credit..... | 20 |
| Sick Leave, Payment for Unused Sick Leave | 20 |
| Standby Pay | 10 |
| | |
| Temporary Employees | 47 |
| Term of Agreement | 47 |
| Tools | 31 |
| Training Differential..... | 9 |

| | |
|--|----|
| Transfer..... | 40 |
| Tuition Reimbursement..... | 30 |
| Uniforms | 31 |
| Union Bug | 48 |
| Union Representation..... | 2 |
| Vacation Leave..... | 23 |
| Vacation Leave, Accrual Rate..... | 23 |
| Vacation Leave, Limitation | 24 |
| Vacation Sell Back | 26 |
| Vacation Usage | 26 |
| Wellness Programs | 36 |
| Work Units, Definition | 33 |
| Work Week, Length | 33 |
| Workers Compensation (Injury Leave) Payments | 26 |
| Working Conditions | 33 |
| Working Hours..... | 33 |