

Memorandum of Understanding

between the

City of Richmond

and the

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

July 2013 – June 2016

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City of Richmond and IFPTE Local 21, AFL-CIO
2013-2016 Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

Between the
CITY OF RICHMOND

And the
International Federation of Professional and Technical Employees, Local 21,
AFL-CIO
2013 - 2016

ARTICLE 1 RECOGNITION

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

ARTICLE 2 GENERAL PROVISIONS

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

ARTICLE 3 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

ARTICLE 4 UNION RIGHTS

Stewards

4 The Union may designate up to 10 members as its stewards for the purpose of assisting other Union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies, and ordinances regulating wages, hours and working conditions.

Stewards' Release Time

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

Negotiating Team

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

Bulletin Boards

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

ARTICLE 5 DISCRIMINATION PROHIBITED

- 8 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.
- 9 It is agreed that the City's Affirmative Action Plan is to be used as a reference to this section, but is not subject to the grievance or arbitration provisions of this Memorandum of Understanding.

ARTICLE 6 UNION DUES

Dues Deductions

- 10 In accordance with a signed authorization card, dues deductions shall be forwarded promptly to the Union. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Maintenance of Membership

- 11 All employees in a classification identified in Attachment A who are currently paying Union dues and all employees in such classifications who hereafter become members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding.

Indemnification

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

ARTICLE 7 SALARIES

Direct Pay for Services

Salary Adjustments

- 13 Effective July 1, 2013, employees represented by IFPTE Local 21 will receive a two percent (2.0%) across-the-board salary increase over salaries then in effect.
- 14 Effective July 1, 2014, employees represented by IFPTE Local 21 will receive a two percent (2.0%) across-the-board salary increase over salaries then in effect.
- 15 Effective July 1, 2015, employees represented by IFPTE Local 21 will receive a two percent (2.0%) across-the-board salary increase over salaries then in effect.
- 16 The City agrees to reopen the contract with IFPTE Local 21, solely to discuss across-the-board salary adjustments, if the City negotiates any across-the-board salary adjustments with SEIU Local 1021, with an effective date between 07/01/2013 and 06/30/2016, which exceed the salary adjustments delineated above
- 17 First line management employees' salaries will maintain a fifteen percent (15%) differential over the base salary of the highest paid Local 1021 (or general) employee they supervise. A first line supervisor is an employee who does not have any subordinate supervisors working for him/her.
- 18 When an employee receiving the differential is no longer supervising a Local 1021 employee requiring the fifteen percent (15%) differential, the employee's salary will revert to the appropriate step of his/her classification.

- 19 Positions certified by the Personnel Department as bilingual, and utilizing the language at least five percent (5%) of their working time, shall receive \$65 OR two percent (2%) of their base salary, whichever is higher, per month additional compensation.
- 20 Employees covered by this agreement who are required as part of their job responsibilities to utilize shorthand, will receive a two percent (2%) salary differential over base pay.
- 21 Library employees who work between the hours of 5:00 P.M. and 9:00 P.M. shall receive ten dollars (\$10.00) per pay-period above their individual salary rate as additional compensation for those hours worked between 5:00 and 9:00 P.M. The ten-dollar differential shall be paid only for pay periods in which the employee works past 5:00 P.M.
- 22 When assigned to work five or more hours between the hours of 4:00 P.M. and 12:00 midnight, the Custodial Supervisor will receive an additional five percent (5%) above his/her individual salary rate. If assigned to work five or more hours between the hours of 12:00 midnight and 8:00 A.M., the Custodial Supervisor will receive an additional seven and a half percent (7½ %) above his/her individual salary rate.
- 23 The Construction and Maintenance Supervisor assigned to the Sewer Crew shall receive a five percent (5%) differential above his/her base pay.

Acting Pay

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

position or the acting appointment should be terminated.

- 25 The Department Head shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification. When acting as a Department Head or supervisor of a special staff office (such as Redevelopment Director) the person in the acting capacity will receive a ten percent (10%) salary differential.
- 26 City Manager's Authority to Appoint In Acting Capacity. If a vacancy occurs in an Assistant Department Head, Division Head, or a similar administrative position and in the absence of an appropriate employment list, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human Resources Management, to a position in such a class in an acting capacity, such appointment to be designated "acting" followed by the appropriate class title.
- 27 Generally, an employee who is relieving an Assistant Department Head, Division Head, or a similar administrative employee, when the relieving employee is paid salary commensurate with his/her duties and his/her position description includes acting as Department Head, shall not be promoted temporarily to the higher paid classification in the same division or department. However, the City Manager, in his/her discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

Definition of Class

- 28 A group of positions sufficiently similar with respect to their duties and responsibilities that: (a) the same descriptive title may be used to designate the positions allocated to the class; (b) the scope and level of duties and responsibilities are similar; (c) the same qualifications and tests of fitness may be required of all incumbents; and (d) the same salary rate or range can apply with equity under substantially the same working conditions.

Use of Classification

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

Salary Designations

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

Advancements and Promotions

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

Effect of Certain Personnel Actions Upon Salaries

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

Promotion - Effect On Rate of Compensation

- 33 Whenever an employee is promoted to a higher class, he/she shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class and is at least five percent (5%) higher than his/her previous salary.

Demotion

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

Effect of Leave Of Absence Without Pay Upon Anniversary Date

- 35 An employee who has taken leave of absence without pay for a total of 30 days or more within a service year shall have his/her anniversary date advanced by the number of days in excess of 30 days.

- 36 A service year is the twelve-month period beginning when an employee is first

hired, or on the day when an employee is promoted to a higher classification.

37 An employee's service year does not change if the employee's job is reclassified.

38 Step Increases and Vacation Accruals Affected by New Anniversary Date. When an employee's anniversary date is advanced because of leaves of absence without pay, the employee shall receive future step increases based upon his/her new anniversary date. An employee's rate of accrual of vacation will also be based on the new anniversary date.

39 Leave of absence for a period totaling less than 30 days without pay in the given service year shall have no effect upon the employee's anniversary date.

Eligibility for Salary Advancement

40 Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification. Annual advancement shall not be automatic, but shall depend upon the completion of a satisfactory performance evaluation, approved by his/her Department Head.

41 If a unit employee's performance evaluation is not completed and given to the employee within sixty (60) days after its "due date" and the employee is eligible for a step increase, the step increase shall be automatically granted.

42 Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons in accordance with Personnel Policies and procedures.

ARTICLE 8 INDIRECT PAY AND ALLOWANCES

Insurance

Medical Plans

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

- 44 The City shall pay \$20.00 per month to PERS on behalf of each active employee. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the minimum rate required by PERS regulations. In the event PERS requires an additional minimum employer payment for retirees in excess of \$1.00 per month, the City and the Union will meet and confer regarding payment of such additional amounts during the term of this agreement.
- 45 Active employees benefit account: In addition to the contributions listed above, the City shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less \$20.00, or any other less expensive medical plan included in PERS. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. If any employee chooses a plan more expensive than the Kaiser North medical plan, the City contribution shall be no more than the Kaiser North premium, less \$20.00, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee. For the term of this Agreement only, the City shall pay any increased premiums in the Kaiser North medical plan or plans that are less expensive.
- 47 The City shall not treat the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.
- 48 Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carriers' rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made.
- 49 Retired Employees: Effective November 5, 1999, a monthly payment of \$244 shall be made to each retiree without dependents at the time of retirement or \$364 if the retiree has one or more dependents, provided that the retiree meets the eligibility requirements below. When a retiree or dependent becomes eligible for Medicare benefits, the monthly payments made to each retiree shall be \$202 and \$304 respectively. Notwithstanding the above, when the medical insurance premium for the retiree or the retiree and his/her dependents is less than the appropriate

amount designated above, then the City shall only be obligated to pay to the retiree an amount equal to 100% of the actual medical premium.

50 After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Article 8, paragraph 49 shall be reduced by \$1.00 monthly until the monthly reduction reaches \$20.00.

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

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

52 The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS Medical program, with the exception that if the retiree goes from having one or more dependents to having no dependents, the amount shall be reduced from \$364 to \$244 or the corresponding decrease (\$304-\$202) if he/she is Medicare eligible. If the retiree fails to report the change in status to the City within 30 days of its occurrence, he/she shall be liable for refunding the excess amounts received.

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

Any employee who retired on or after July 1, 2007 shall receive a monthly retiree medical contribution effective October 1, 2008 in the amount of \$394 for employee only or \$514 for employee plus one or more dependents. The City will increase its contribution by 5% each remaining year of the MOU. Effective January 1, 2009, the monthly retiree medical contribution will therefore be \$414 for employee only or \$540 for employee plus one or more dependents. Effective January 1, 2010, the monthly retiree medical contribution will therefore be \$435 for employee only or \$567 for employee plus one or more dependents. The annual 5% increase in the retiree medical reimbursement, and its application to retirees shall continue subject to negotiations between the parties, after the expiration of this MOU on June 30, 2010.

Cafeteria Option

54 Bargaining unit members who opt not to use the above medical insurance, and who can document to the City's satisfaction that he/she has group health insurance

benefits through a spouse's plan or through another source shall receive a credit of \$200 (\$150 if not eligible for dependent coverage) a month. This option is available upon initial employment and at the annual insurance benefits "open period." In the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs. Bargaining unit members receiving the \$200 credit in lieu of benefits may apply the credit towards the IRS Section 125 Flexible Benefits Plan described in below, or receive the \$200 as a taxable addition to their salary.

Dental Plan

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

Vision Plan

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

Life Insurance

- 59 The City shall provide a group life insurance program providing for term life insurance equal to two times the employees' annual salary.

Disability Insurance

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

Flexible Benefits Plan

- 61 Upon ratification by the Union and the City of this Memorandum of Understanding, the City will establish a Flexible Benefits Plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulations that may occur. The Flexible Benefits Plan will be available to all bargaining unit employees.

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

63 Options available through the Plan are:

1. Medical Premiums
2. Dependent Care
3. Health Care Reimbursement

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

Employee Assistance Program

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

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

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

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

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

69 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.

70 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.

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

Allowances

- 72 Meal Allowance. A \$10.25 meal allowance shall be afforded each employee, who works four hours or more beyond his/her normal workday. Only one meal allowance will allowed for any continuous period worked.
- 73 Professional Development Package. Upon the submission of appropriate documentation to the City, employees represented by the Union shall be entitled to receive up to \$750 per fiscal year for personal and professional development, to include computer hardware or software. Of this amount, up to \$250 may be used for health related items (e.g.. club dues or athletic equipment). Any amounts not used by the end of the fiscal year, (June 30) shall not be carried to the succeeding fiscal year. The Parties will review the adequacy and efficacy of this paragraph in October 2002.

Certifications

- 74 Any Public Works Superintendent assigned in the Waste Water Division shall be entitled to an additional five percent (5%) in salary by possessing a valid Grade 5 Waste Water Treatment Plant Operation Certificate issued by the State of California.
- 75 The City will reimburse each employee in a professional engineering classification the cost of professional registration and licensing certificates.
- 76 The City will contribute up to \$50 per year for each employee in a professional engineering classification toward annual professional association dues. Professional associations for which this contribution will be made must be approved in advance by the Department Head.
- 77 The City will reimburse each employee in a professional engineering classification in an amount not to exceed \$30 for the purchase of an electronic calculator to be used by the employee in the performance of his/her work. The reimbursement shall be on a one time and non-repetitive basis.
- 78 Any parks superintendent, senior supervisor or supervisor who is professionally trained and holds a valid hazardous materials application certificate shall receive an additional five percent (5%) of base salary.

Safety Shoes

- 79 City agrees to reimburse employees up to one hundred and twenty-five dollars (\$125) per calendar year to offset the cost of purchasing safety shoes. Parties agree that such reimbursement shall be related to those classes of employees who have need of safety shoes in the performance of their duties. Parties further agree that evidence of purchase must accompany requests for such reimbursement. Employees to whom the City provides safety shoe reimbursement shall be required to wear them in the course of their work.

ARTICLE 9 LEAVES

Leaves of Absence Without Pay

- 80 The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.
- 81 At the City Manager's sole discretion, he/she may approve a sabbatical for up to one year for employees represented by the Union to encourage professional or personal development for an employee with six or more years of City service. Union and the City agree that the City shall only provide medical, dental and vision benefits during the sabbatical. Sabbatical is not a right but a privilege and is not an expected benefit for every employee.
- 82 No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
- (1) He/she makes written request of his/her Department Head stating the reasons;
 - (2) The Department Head recommends it;
 - (3) The Director of Human Resources Management recommends favorable action to the City Manager; and
 - (4) The City Manager approves it.
- 83 A request for leave of absence without pay for a period of three (3) days or less may be granted to an employee by his/her Department Head.
- 84 Failure on the part of an employee to report promptly at the expiration of his/her leave may be considered a cause for disciplinary action or discharge.
- 85 An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have his/her anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a

period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. This computation applies only to the anniversary date for determination of vacation leave accrual. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date.

- 86 The City Manager, upon recommendation of the Department Head and the Director of Human Resources Management, shall have the authority to grant leaves of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific approval of the City Council.
- 87 All employees are expected to be at work each day, or inform their supervisor of each day they will be absent. An unexcused absence of three consecutive days or more shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.
- 88 If the employee or an authorized representative of the employee contacts the City Director of Human Resources Management within 15 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee within 15 working days. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

Bereavement Leave

- 89 Only City employees working full-time and continuously in a regularly established City position, permanent part-time employees or term appointees shall be eligible for the Bereavement leave provisions specified below.
- 90 In case of death within the immediate family of an eligible employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive work days for each such death. Such leave must have one or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate and similar problems.
- 91 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 in amounts needed.

- 92 Usage of the foregoing provisions of this section shall be subject to the approval of the Department Head, City Manager, or their fully authorized representative.
- 93 One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in the following paragraph. These would include nieces, nephews, and cousins.
- 94 "Immediate family" is defined as spouse, child, stepchild, parent, step-parent, guardian, grandparent, grandchild, uncle, aunt, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, minors living as a member of the family, and domestic partners.
- 95 Domestic partners are two adults who have chosen to share their lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.
- Sick Leave
- 96 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.
- 97 Accrual Rate for Other Than Full-Time Employees. Each employee working on an intermittent or part-time basis and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment, shall be entitled to a pro-rated sick leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40-hour work week and who have averaged 37-1/2 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.
- 98 Each permanent part-time employee shall be entitled to pro-rated sick leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40 hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work weeks per year shall be entitled sick leave provisions.
- 99 A part-time worker who converts to full-time (without a break in service) carries forward any pro-rated sick leave he/she has accrued at the time of entry into full-time work.

- 100 Exclusions from Sick Leave Provisions. All full-time and permanent part-time employees of the Classified Services shall be entitled to sick leave as specified in the preceding paragraphs except the following:
- 101 Employees who work on an intermittent or part-time basis and who have worked less than 1,200 hours in the preceding calendar year.
- 102 Payment for Unused Sick Leave. Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.
- 103 Conversion of Sick Leave to Pension Credits. Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20862.8 of the California Government Code.
- 104 General Provisions. Each eligible employee may use sick leave to care for a member of his/her immediate household (e.g., spouse, child, domestic partner) and for a parent living outside the home who is incapacitated through illness or injury. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be 10 working days. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions. Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.
- 105 A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or Department Head and at such time thereafter during the same sick leave as the City Manager or Department Head shall deem necessary. In any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.
- 106 Each Department Head is responsible for insuring that these sick leave provisions

are neither abused nor misused. This requirement shall include, but is not limited to, maintenance of simple, accurate written records, which are subject to audit.

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

Parental Leave

- 108 All parents, natural or adoptive, shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted natural mothers with appropriate medical documentation. During this leave the City will continue to pay the premium for the PERS medical plan. During this leave the employee shall be entitled to full access to long term disability insurance, subject to the terms of the LTD policy.

- 109 All parents granted a leave of absence as described above, shall receive one week's paid leave as part of their parental leave.

Family and Medical Care Leave

- 110 Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. 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.

- 111 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.

- 112 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.

- 113 Use of Other Accrued Leaves While on Leave. If a member requests leave for his/her own serious health condition, the member must also exhaust sick leave concurrently with the leave.

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

Jury Duty

- 116 A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full pay leave during actual jury services. The following shall apply:
- 117 All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
- 118 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.
- 119 Such leave may be based upon, but is not limited to, coroner, municipal court, county superior court, and federal jury duty.
- 120 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.
- 121 Each employee shall expeditiously report his/her probable absence for jury duty, and must report promptly the termination of active jury service. Employees whose shifts and days off are other than day shift Monday through Friday, shall be temporarily assigned day shift Monday through Friday for the duration of jury duty. Employees will be expected to give two weeks or more notice of their call for jury duty.

Military Leave

- 122 Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the Department Head the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves

extended active duty in the military (including annual reserve training), the City will pay the difference between the employee's City pay and his/her extended active duty pay for a period of up to twelve months, if the employee's City pay is higher than the military pay. If the employee applies to the Public Employee Retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period of up to twelve months.

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

Vacation Leave

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

The authorized annual vacation leave for employees shall be

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

- 126 Limitation on Vacation During First Year of Service. Each employee working full time in a regularly established continuing position in the Classified Service normally must have served one (1) year continuously in order to be eligible to take vacation leave. When unusual needs exist and after proper formal approval has been obtained, the employee, after six (6) months of continuous service, may be permitted to take accumulated vacation.
- 127 Other Limitations on Vacation Leave and Accumulation of Vacation Leave.
 (1) At any time during the year when three vacation periods are accrued, the employee will cease earning vacation until the employee has utilized vacation and his/her balance has fallen below the maximum accrual, shown below. Each time the three-year maximum accrual is reached, the employee shall stop accruing

additional vacation. There will be no exceptions or waivers of the three annual vacation period accrual limit.

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

- 128 (2) No employee shall take more than the equivalent of two annual vacation periods in any one calendar year, except when vacation has been deferred at the request or order of the Department Head and approved by the City Manager, in the best interests of the City government and the employee.
- 129 Time at Which Vacation Shall be Taken. The times at which an employee shall take his/her vacation leave during the calendar year shall be determined by the Department Head or his or her designee with due regard for the wishes of the employee and particular regard for the needs of the service.
- 130 Effects of Holidays and Vacation Leave. In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.
- 131 The provisions of this section shall not apply to the incumbents of those positions in which holidays, due to the necessity of public health and safety, are normal working days.
- 132 Effect of Extending Military Leave on Vacation Leave. For the purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.
- 133 Vacation Amounts at Termination of Active Employment. Following termination of active employment from whatever cause, the City shall pay to the employee or the estate such vacation as was due to the employee at termination or shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination by deduction from severance pay or otherwise.
- 134 Vacation leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee's vacation balance.
- 135 Reinstatement. Upon reinstatement or reemployment to the Classified Service, an employee's anniversary date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.

- 136 Credit for Prior Employment. Employees who occupy professional or managerial positions shall, upon approval by the City Manager, be granted up to ten years of service credit in determining rate of vacation accrual, for professional or managerial experience as specified in the job description of the position held with a prior employer(s).
- 136.1 Vacation Sell-Back. Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to five (5) work days of accumulated vacation time. 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. For calendar year 2001 only, the option date will be November 15

Injury Leave Payments

- 137 Any City employee, who is unable to work because of bodily injury or illness which occurs while he/she is acting within the course and scope of his/her employment, shall be paid his/her full salary up to a maximum of twenty-six (26) weeks, over a period not to exceed eighteen (18) months, from the date of injury, subject, however, to the following conditions:
- 138 If any employee exhausts his/her twenty-six (26) weeks of full pay as described above, and continues to be temporarily disabled, he/she will be paid the appropriate temporary disability as prescribed by the Workers' Compensation code up to the maximum permitted.
- 139 When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. He/she may still be eligible for vocational rehabilitation maintenance.
- 140 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.
- 141 In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability payments or salary continuation. The employee may appeal this decision to the Workers' Compensation Appeals Board.
- 142 When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that he/she is a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of his/her position, the employee has the option to immediately apply for a

disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels his/her rights are being violated due to their disability may file an internal complaint through the Human Resources Management Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.

- 143 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.
- 144 During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of his/her employment, neither his/her vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. He/she may, with the approval of the Department Head, use vacation time, if needed. If a claim is delayed for any reason and the employee is disabled, he/she may use sick leave until there is a decision on whether the disability is work related.
- 145 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.
- 146 A probationary employee will have his/her probationary period extended the same amount of time he/she is off work due to injury leave.
- 147 An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of his/her position will continue to receive Worker's Compensation benefits provided by law, if applicable.
- 148 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.
- 149 An employee may be seen by a doctor of his/her choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources Management prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

Court Appearances

- 150 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.
- 151 Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time.

Administrative Leave

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

Holidays

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

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

- 155 In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's Department Head. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible

for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. It is understood that one of these floating holidays has been created in recognition of Cesar Chavez' Birthday and in the event that day becomes generally observed as a fixed holiday, the parties agree to convert one floating holiday to that fixed holiday.

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

Part-Time Provisions

- 157 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.
- 158 For the purpose of calculating sick leave and vacation leave accruals for part-time personnel, any time compensated as sick leave or vacation leave shall be considered as time worked. Less than full time employees shall advance to higher levels of leave accrual rates when their cumulative hours worked, during years that qualify for the accrual of leave benefits, equals the time required for full time employees to advance to higher accrual rates.
- 159 Vacation Leave and Sick Leave for employees who work half-time or more shall be set forth in appropriate sections of this agreement.
- 160 Part-time employees in the General Management Bargaining Unit will be allowed to carry over earned but unused sick leave and vacation credits from year to year within the vacation accrual maximums described in Article 9.
- 161 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.
- 162 Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the \$20 monthly premium described in Article 8, paragraph 44.
- 163 Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.
- 164 Permanent part-time employees are eligible to participate in dental, vision, life insurance and LTD programs if plans allow. (See Article 8, paragraphs 55-60.)

Retirement System

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

ARTICLE 10 WORKING CONDITIONS

Meal Periods and Rest Periods

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

Working Hours

- 168 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.
- 169 To assist in the orderly administration of the City Government, the following definitions shall be used:
- 170 The calendar week shall begin at 12:01 Sunday morning, and shall end at 12:00 midnight Saturday.
- 171 The "work week" shall be the normal, total working hours within the calendar week for each City employee.
- 172 The "normal work day" for all regular, full-time employees shall be one fifth of the "work week" as established for the classification/ department.
- 173 The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, work days which are different from those herein defined in this section.

- 174 Length of Work Week. City employees generally shall have the following work weeks: general government employees at the Civic Center 37.5 hours, all other City employees 40 hours
- 175 Attendance. Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

ARTICLE 11 PERSONNEL PROVISIONS

Layoff

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

Union.

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

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

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

Severance Pay

- 194 A permanent management employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those work days during which the individual

was not in employment status.

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

Probationary Period

- 196 Purpose of the Probationary Period. The probationary period is a basic part of the employee selection process and shall be used for close observation of the probationary employee's work and conduct, for securing the most effective adjustment of a probationary employee to his/her position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.
- 197 Permanent employees who are in a new position due to reclassification of their position, or reorganization within the City are not subject to a new probationary period. A probationary employee whose classification is reclassified during his/her probation, will continue his/her original probationary period. A new probationary period will not begin due to a reclassification or reorganization.
- 198 Length of Probationary Period. All appointments made from eligible lists to permanent positions shall be subject to a probationary period. With the approval of the Director of Human Resources Management and the City Manager, continuous temporary service may be counted as part of the probationary period provided that the temporary service was in the same class and the same department to which the probationary appointment is made. Such probationary period shall be six months for employees who have been promoted from one position to another in the City service; however, this period may be extended up to an additional six months when that need has been demonstrated by the supervisor in probationary performance evaluations completed in accordance with procedures set forth in paragraphs 196 through 201 of this MOU. The probationary period shall be one year for all initial appointments except that the Department Head may request that a probationary employee may be granted earned permanent status in less than one year for exceptional performance.
- 199 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.

- 200 Rejection During Probationary Period. During the probationary period, any probationary employee may be rejected any time and for any reason which is not unlawful by the Department Head. Release of probationary employees is not subject to the grievance procedure.
- 201 Rejection of Probationary Employees Following Promotion. Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she appointed unless charges are filed and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.
- 202 Probationary Performance Reports. It shall be the duty of each Department Head during the probationary period of each probationary employee in his/her organization to investigate thoroughly the probationary employee's adjustment, performance, and general acceptability to determine whether or not the probationary employee is fully qualified for permanent appointment. He/she shall be responsible for reports on the probationary employee's performance and conduct at the completion of every three (3) calendar months during the probationary period, or more frequently if deemed desirable by the Department Head, such reports to be reviewed with the probationary employee by the rater. The Department Head shall give a copy of the reports to the probationary employee.
- 203 The final probationary report on each probationary employee shall include the Department Head's recommendation to the City Manager to either retain or reject the probationary employee. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources Management.
- 204 Effects of Leaves of Absence on Probationary Period. The probationary period of a given employee shall be extended by the time equal to the time he/she has been on a leave of absence other than sick leave, vacation, or holiday leave during his/her probationary period. If sick leave or compensation leave exceeds 30 consecutive days, the additional days off will extend the probation period.

Resignation

- 205 An employee wishing to leave the Classified Service in good standing shall file with his/her supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning. The resignation shall be forwarded to the Director of Human Resources Management with a statement by the Department Head evaluating the services of the employee.
- 206 Once a written resignation is submitted to management, it can only be rescinded with the agreement of the City Manager; otherwise, it is automatically accepted.

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

Transfer

208 All vacancies shall be posted on appropriate bulletin boards for at least 15 working days so that present City employees may request transfer.

209 Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Management Department.

210 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 his/her former position and department during that probationary period.

Reassignment

210 A Department Head shall have the right to reassign any employee from one position to any other position in the same or similar class in his/her department. In the best interests of the service and upon the recommendation of the Director of Human Resources Management, the City Manager may reassign an employee to any other department within the City whether or not he/she requests it.

Nepotism

211 In order to avoid real or perceived favoritism, no employee (permanent, temporary, or seasonal) may be in a direct or indirect supervisory position over a member of his/her immediate family nor may members of an immediate family report to the same supervisor. For purposes of this article, "immediate family" includes husband, wife, children, domestic partner, parents, grandparents, grandchildren, brother, or sister.

212 Where a work relationship as described in paragraph 212 exists within the City on or before June 23, 1997, the above provision will not be applied unless a problem is created by the immediate family relationship. A "problem" is the existence of a real or perceived act(s) of favoritism, unusual treatment, conflict of interest, unequal supervision, or unacceptable work behavior due to or related to the immediate family relationship which is not in the best interests of the morale, safety, health, security, or effectiveness, as determined by the City Manager.

213 In that event, the City will make every effort to remedy the situation as internal transfer opportunities occur without financial hardship to the employee(s). After every effort to remedy the situation has been made and the problem continues unabated, this provision in no way expands, diminishes, or in any way changes, alters, or modifies the existing authority of the City Manager to correct the problem.

Personnel Files

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

Notice of Intent to Contract Out Bargaining Unit Work

- 217 The City will notify the Union at least thirty (30) days in advance of any action proposed by the City to contract or subcontract work where such work is currently or customarily performed by any of the classifications represented herein. As used herein, the term "action" includes contracting with temporary agencies. Notification shall be accompanied by a list of the affected positions, if any. If the Union wishes to meet with the City over the City's proposed action, the Union will notify the City in writing within ten (10) days of receipt of the City's notice. The Union will forward a copy of its notice to the appropriate Department Head.

ARTICLE 12 GRIEVANCES AND APPEALS

Grievance Procedure

- 218 Definition of a Grievance. A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement or of the Personnel Rules, which adversely affects the grievant except for the following: rejection from probation; performance evaluations, any exercise or lack of exercise of Management Rights (Article 3), any complaint for which another avenue of appeal exists, and any claim of violation of law including the requirement to meet and confer under the Meyers-Milias-Brown Act. (For a definition of grievances which may go to Binding Arbitration, see Article 12, paragraphs 227-228. Any other grievances may not use the Binding Arbitration step).
- 219 Union as Grievant. The Union may be the grievant only when multiple grievances of the same action(s) are made by identified unit members.
- 220 Time Limits/Designees. All days are calendar days. The employee and/or the Union must initiate a grievance as provided in Step 1 within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have fourteen (14) days to respond to the grievance except at

Step 3 wherein the City Manager shall have a reasonable period (not to exceed 30 days) in which to respond to the grievance. The employee and/or Union shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These time limits may be extended by mutual written agreement by the parties. Failure of the employee to respond within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step. Wherever reference is made to "Department Head," "Human Resources Director," or "City Manager," such reference shall be deemed to include "or his/her designee".

- 221 Procedure: *Step 1.* The employee and/or the Union must present the grievance personally, in writing, to the Department Head which states: the grievant's name; the grievant's position; the date the grievance is filed; a factual account of the adverse action, including but not limited to, the names of the persons involved, the location of events, and the date and time of the adverse action; the specific Memorandum of Understanding provision or Personnel Rule violated; and the proposed remedy. This step is not intended to preclude open and frank discussions between the employee and his/her supervisor before a grievance is filed; however, the time limits will not be extended during this discussion period unless both parties agree in writing. The Department Head shall meet with the grievant and give a written answer to the grievance.
- 222 *Step 2.* If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.
- 223 *Step 3.* If the grievance is not resolved at Step 2, the grievant and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.
- 224 *Step 4.* Upon receipt of a written notice that the City Manager has rejected the grievance, the grievant and/or the Union shall have the right to present the matter to the Personnel Board under the Personnel Rule governing appeals and hearings or, where permitted, to present the matter to an arbitrator. See Article 12, Binding Arbitration, paragraphs 225-236.

Binding Arbitration

- 225 Binding arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights to a Personnel Board hearing as described in Personnel Rule XI, and in Article XIII Section 7(a) of the City Charter. Specifically,

employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager.

- 226 Applicability. This section applies only to employees covered by this agreement as described in Attachment A. (See Attachment B for Communications Shift Supervisors' procedure.) This procedure shall be applicable only in the following situations.
- 227 Disputes concerning disciplinary actions greater than five days suspension without pay, including disciplinary termination of employment, pay reductions equivalent to greater than five days' pay, and demotions.
- 228 Disputes over the agreement concerning interpretation and/or application of specific language in grievable sections of this Memorandum of Understanding for which no other avenue of redress exists may also be grieved to arbitration. Such request for arbitration must come only from the Union. In such circumstances, an arbitrator will decide how the specific requirement, condition, or provision of the agreement will be applied.
- 229 Time Lines. A written request for arbitration shall be served on the Director of Human Resources Management within 14 calendar days after the City Manager has delivered to the employee his/her decision on the disciplinary matter or contract interpretation/application issue. These time lines may be waived or extended only with the mutual written consent of both parties.
- 230 If the above time limitations are not met, the grievant or the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the proposed discipline or contract interpretation/application issue.
- 231 Selection of an Arbitrator. An impartial arbitrator shall be selected jointly by the City and Union. Within fourteen (14) calendar days of the request for arbitration, the moving party will request of the California State Conciliation Service a list of five arbitrators. Each party shall in turn cross off one name on the list; the first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall render a decision no later than 30 days after the arbitration hearing, unless otherwise agreed upon by the parties and the arbitrator. Such decision shall be in conformance to the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.
- 232 Decision of the Arbitrator is Binding. The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing and made in accordance with and in conformance to, the terms of this Memorandum of Understanding.

- 233 Fees and Expenses. The fees and expenses of the arbitrator and of a court reporter if used, shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own attorney's fees or other presentation costs including but not limited to preparation for the hearing and post-hearing briefs, if any.
- 234 Limitations on Arbitrator's Authority and Jurisdiction. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the section above entitled Applicability.
- 235 Proposals to create, add to, or change this written agreement or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of the Management Rights section of this Memorandum of Understanding shall be submitted to this procedure.
- 236 No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment or to make any decision in violation of existing law. The arbitrators authority shall be limited only to the application and interpretation of the provisions of this written agreement. S/he shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to render an award on any action occurring before the effective date or after the stated termination date of this agreement.

ARTICLE 13 NO STRIKE

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

ARTICLE 14 FULL UNDERSTANDING

- 238 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, 2010; however, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

ARTICLE 15 RETROACTIVITY

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

earlier date.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Joint Communications Team

240 In order to encourage open communications, promote harmonious labor relations, and resolve matters of mutual concern, the parties agree to create a Joint Communications Team. The Team may consider using available mediation services from the California Mediation and Conciliation Service or the Federal Mediation and Conciliation Service or other service upon which the Team members mutually agree. This team shall be exclusive to the parties to this agreement. The team shall be governed by the following principles:

241 The team will meet quarterly or more often as mutually agreed to by the parties.

242 The agenda for each meeting will be decided five working days in advance of the negotiating sessions and will not substitute for negotiations.

243 The City will release at least two members from the bargaining unit for attendance at team meetings. Additional members may be released depending on the subject matter of the agenda item and prior agreement by the team members to do so. Management will provide at least two members of the team.

Weingarten Rights

244 The Supreme Court has ruled that an employee is entitled to have a Union representative present during any investigatory interview which may result in discipline. This entitlement is referred to as an employee's Weingarten Rights.

245 The employee must request that a Union representative be called into the meeting.

246 The employee must have a reasonable belief that discipline will result from the meeting.

247 The employee has the right to know the subject of the meeting and the right to consult a Union representative prior to the meeting to get advice.

248 The Union advises an employee not refuse to attend a meeting if a steward is requested but denied. The Union suggests the employee attend the meeting and repeatedly insist upon the right to have a Union representative present. If this fails, the Union suggests that the employee not answer any questions and take notes.

Catastrophic Leave

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

Due Process Rights in Disciplinary Actions

250 The following is an outline of the rights typically referred to as "Skelly Rights."

251 If an employee is subject to a demotion, suspension, dismissal, or reduction in pay, the City shall provide the employee with a written notice stating the reason(s) for the disciplinary action is based, a listing of the alleged violations, a copy of any documents upon which management relied in proposing the action, a period of time between the notice and a date to respond to the charges at a disciplinary meeting with management known as a "Skelly" meeting. The employee may respond in writing or in person on that date.

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

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

ARTICLE 17 SEPARABILITY OF PROVISIONS

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

ARTICLE 18 REPRESENTATION RIGHTS

Specific Limitations on Representation Rights

255 Affected Classes. The classes of Safety and Staff Development Coordinator, Personnel Analysts I and II, Personnel Assistant, Senior Personnel Analyst and Senior Administrative Analyst in the Human Resources Management Department shall be subject to the following restrictions:

256 Maximum of Four Designated. The City may, at its discretion, designate up to four members of the above classes to actively assist the City during collective bargaining. Any individuals so designated shall be placed on "restricted status" during the period of "active" collective bargaining. Individuals may be designated to actively assist the City in the following units: (1) general employees (Local 790); (2) fire employees (Local 188 and fire management); and (3) police employees (RPOA and police management). Only one individual shall be actively assigned per unit, although one individual may be assigned to actively assist in all management negotiations. No Union member shall be actively assigned to assist

the City in this unit's negotiations. If police and police management, or fire and fire management, are open simultaneously, only one of this unit's managers will be responsible for active assistance in fire or police as the case may be.

- 257 Definition of Active Assistance. In order to be considered "actively assisting" the City during collective bargaining, said individual must be present during collective bargaining, or have direct knowledge of strategies and planning in regards to the assigned collective bargaining. The period of "active participation" shall commence no sooner than 60 days prior to the commencement of formal negotiations and shall terminate upon finalization of negotiations between the City and the bargaining unit.
- 258 Nature of the Restriction. Any individuals who are in "restricted status" shall be excluded from any meetings or deliberations of the Union, its officers, agents, employees or members, which cover the topics of collective bargaining. In addition, confidential information acquired from collective bargaining shall not be disclosed to the Union, its officers, agents, employees, or members by said individuals.
- 259 Definition of Collective Bargaining. Collective bargaining, as defined herein, applies to formal contract negotiations, mid-contract term re-opener negotiations, or other mid-contract term negotiations provided said restricted employee' is present during the negotiations, is actively assisting City negotiators or has direct knowledge of strategies and planning in regard to the assigned negotiations.
- 260 Grievances and Discipline (Human Resources Staff). Union members of the Human Resources Management Department will not serve as Union representatives in grievance or disciplinary actions brought by this unit's members.
- Disqualification of Union Members Working as Assistant Department Heads, and Members Participating on City Bargaining Teams*
- 261 Grievances and Discipline. Members of the Union who are employed as Assistant Department Heads shall be restricted from representing unit members in grievance or disciplinary proceedings in the Assistant Department Head's department. In such a case, the Assistant Department Head will keep confidential from the Union representatives any knowledge which he/she has acquired in the case, except that Union representatives shall be entitled to receive any information that they normally would be entitled to receive as a result of their certification as the bargaining representative.
- 262 Negotiations. Members of the Union who participate in City negotiations with other units and who acquire direct knowledge of City strategies and planning in those negotiations shall keep said information confidential from the Union.

Violation of This Article

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

ARTICLE 19 TERM OF AGREEMENT

- 267 This Agreement shall become affective July 1, 2013, and shall continue in effect through June 30, 2016.

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

For the City:

For the Union:

Dated: _____

Dated: _____

ATTACHMENT A. SALARIES AND CLASSIFICATIONS

The salaries herein established are on a monthly basis.

City of Richmond IFPTE Local 21 General Management Employees Effective July 1, 2013 2% Increase						
Job Class Title	Range	Level				
		Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Administrator	069C	\$7,805	\$8,196	\$8,606	\$9,037	\$9,488
Accounting Manager	069C	\$7,805	\$8,196	\$8,606	\$9,037	\$9,488
Administrative Librarian	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Administrative Services Analyst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Administrative Svcs.Div.Mgr	060	\$6,725	\$7,041	\$7,388	\$7,746	\$8,131
Art & Cultural Manager	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Assistant Adm. Analyst	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Assistant Capital Projects Manager	064G	\$7,531	\$7,908	\$8,303	\$8,719	\$9,154
Assistant City Engineer	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Assistant Comm Dev Prog Mgr	060F	\$7,029	\$7,380	\$7,716	\$8,089	\$8,497
Assistant Director E & T	067D	\$7,966	\$8,368	\$8,773	\$9,206	\$9,652
Assistant Director Of P.W.	070C	\$9,688	\$10,173	\$10,682	\$11,215	\$11,777
Assistant Director Planning	063	\$6,869	\$7,212	\$7,573	\$7,951	\$8,348
Assistant Harbormaster	051B	\$5,441	\$5,673	\$5,972	\$6,269	\$6,552
Assistant To The Parks Superintendent	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Assisted Housing Manager	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Associate Admin. Analyst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Associate Civil Engineer	061E	\$7,157	\$7,514	\$7,890	\$8,285	\$8,700
Audit Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Benefits Analyst	055B	\$5,972	\$6,269	\$6,552	\$6,871	\$7,216
Budget Administrator	069C	\$7,805	\$8,196	\$8,606	\$9,037	\$9,488
Budget Analyst I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Budget Analyst II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Building Inspector Supervisor	060E	\$7,210	\$7,553	\$7,924	\$8,308	\$8,719
Building Mtce. Supervisor.	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Building Official	071A	\$9,425	\$9,898	\$10,391	\$10,911	\$11,457
Bus. Assistance Officer	062	\$7,041	\$7,388	\$7,746	\$8,131	\$8,538
Bus. Dev. & Real Property Mgr.	062	\$7,041	\$7,388	\$7,746	\$8,131	\$8,538
Business Analyst I	054C	\$6,053	\$6,356	\$6,673	\$7,007	\$7,357
Business Analyst II	063	\$6,869	\$7,212	\$7,573	\$7,951	\$8,348

Business Systems Manager	069F	\$8,963	\$9,411	\$9,883	\$10,377	\$10,897
Cable Television Administrator	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Cable Television Engineering Coordinator	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Cable Television Programming Coordinator	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Capital Projects Budget Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Capital Projects Manager	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088
CCTV and Wireless System Specialist	063	\$6,869	\$7,212	\$7,573	\$7,951	\$8,348
Chief Accountant	072	\$8,352	\$8,771	\$9,210	\$9,669	\$10,153
Chief Harbor Engr/Dep Port Dir	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088
Chief Of Housing Development	069E	\$8,727	\$9,164	\$9,621	\$10,103	\$10,609
Chief Of Planning & Operations	070A	\$8,376	\$8,793	\$9,226	\$9,656	\$10,129
Chief Of Redevelop Projects	069F	\$8,963	\$9,411	\$9,883	\$10,377	\$10,897
Chief Stationary Engineer	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Code Enforcement Manager	069E	\$8,727	\$9,164	\$9,621	\$10,103	\$10,609
Code Enforcement Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Code Enforcement Supervisor	063A	\$6,679	\$7,012	\$7,363	\$7,731	\$8,118
Comm & Econ Develpt Finance Mgr	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Comm & Econ Develpt Oper. Specialist II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Comm. Affairs Coordinator	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Comm. Develop. Con.Svc Coord	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Comm. Develop. Finance Coord	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Comm. Develop. Program Mgr	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Comm. Prog. Plng. Specialist	058	\$6,414	\$6,725	\$7,041	\$7,388	\$7,746
Comm. Services Admin Mgr	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Comm. Services Program Mgr	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Comm.& Econ. Develpt Oper. Specialist I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Communications Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Communications Shift Supervisor	055E	\$6,842	\$7,182	\$7,507	\$7,872	\$8,268
Construction & Maintenance Supvr.	139	\$6,079	\$6,395	\$6,710	\$7,046	\$7,398
Contract Compliance Prog Dir	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Contract Compliance Spec. I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Contract Compliance Spec. II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Coordinator of Neigh Services	064	\$7,388	\$7,746	\$8,131	\$8,538	\$8,963
Crime Analyst	055B	\$5,972	\$6,269	\$6,552	\$6,871	\$7,216
Crime Prevention Coordinator	058	\$6,414	\$6,725	\$7,041	\$7,388	\$7,746
Custodial Maintenance Supervisor	052F	\$5,658	\$5,931	\$6,228	\$6,530	\$6,851
Custodial Supervisor	039D	\$4,594	\$4,792	\$4,975	\$5,209	\$5,432
Data Processing & Application Manager	069F	\$8,963	\$9,411	\$9,883	\$10,377	\$10,897
Deputy Budget & Financial Ser Agy Dir	069H	\$9,037	\$9,488	\$9,962	\$10,460	\$10,982
Deputy Dir of Housing Auth	069E	\$8,727	\$9,164	\$9,621	\$10,103	\$10,609
Deputy Dir. Housing-CED	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088
Deputy Dir. of Public Svcs. (City Engr.)	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088
Deputy Dir. P.W. Oper/Mtce	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088

Deputy Dir. Redevelopment -CED	070D	\$9,168	\$9,627	\$10,095	\$10,568	\$11,088
Dev & Capital Improve Prog Mgr	064G	\$7,531	\$7,908	\$8,303	\$8,719	\$9,154
Development Project Manager I	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Development Project Manager II	064E	\$7,794	\$8,179	\$8,584	\$9,010	\$9,453
Director For Business Dev.	064A	\$7,252	\$7,601	\$7,977	\$8,376	\$8,793
Economic Development Administrator.	069E	\$8,727	\$9,164	\$9,621	\$10,103	\$10,609
Economic Development Mrktg.Mgr	067D	\$7,966	\$8,368	\$8,773	\$9,206	\$9,652
Electrical Supervisor	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Emergency Preparedness Assist	042F	\$5,428	\$5,676	\$5,919	\$6,171	\$6,464
Emergency Services Manager	064	\$7,388	\$7,746	\$8,131	\$8,538	\$8,963
Employee Benefits Anaylst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Employment Program Manager	055	\$6,382	\$6,702	\$7,038	\$7,389	\$7,758
Energy Conservation Manager	062	\$7,041	\$7,388	\$7,746	\$8,131	\$8,538
Engineer Infrastuctre Admin	066	\$7,064	\$7,418	\$7,789	\$8,179	\$8,587
Engineering Operations Administrator	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Environmental Manager	061E	\$7,157	\$7,514	\$7,890	\$8,285	\$8,700
Equipment Services Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Equipment Supervisor	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Facilities Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Family Self Sufficiency Coord	062A	\$5,130	\$5,386	\$5,654	\$5,937	\$6,234
Finance Manager	064F	\$7,977	\$8,375	\$8,793	\$9,233	\$9,694
Finance Manager II	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Finance Manager I	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Financial Analyst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Financial Services Manager	064B	\$7,229	\$7,641	\$8,053	\$8,465	\$8,876
Financial Svcs Administrator	069C	\$7,805	\$8,196	\$8,606	\$9,037	\$9,488
GIS Administrator	068F	\$8,267	\$8,680	\$9,115	\$9,571	\$10,050
Grants Manager	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Harbor Engineer	061E	\$7,157	\$7,514	\$7,890	\$8,285	\$8,700
Harbormaster	060	\$6,725	\$7,041	\$7,388	\$7,746	\$8,131
Head of Reference	054C	\$6,053	\$6,356	\$6,673	\$7,007	\$7,357
Housing Asset Manager	067D	\$7,966	\$8,368	\$8,773	\$9,206	\$9,652
Housing Finance Supervisor	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Housing Mtce. Supervisor	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Housing Operations Manager	064	\$7,388	\$7,746	\$8,131	\$8,538	\$8,963
Housing Programs Analyst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Housing Rehab. Code Enf.Sup	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Housing Services Supervisor	060	\$6,725	\$7,041	\$7,388	\$7,746	\$8,131
Human Relations Officer	062	\$7,041	\$7,388	\$7,746	\$8,131	\$8,538
Human Relations Specialist	052H	\$5,659	\$5,934	\$6,233	\$6,537	\$6,854
Information Tech.Program Dir.	071B	\$9,925	\$10,421	\$10,942	\$11,490	\$12,064
Investment Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Law Office Supervisor	135E	\$5,835	\$5,880	\$6,367	\$6,685	\$7,019

Legal Assistant	049A	\$5,799	\$6,088	\$6,395	\$6,715	\$7,052
Library & Comm Svcs Admin. Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Library Access Svcs Manager	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Literacy Program Coordinator	046D	\$5,210	\$5,431	\$5,687	\$5,946	\$6,233
Literacy Program Manager	058	\$6,414	\$6,725	\$7,041	\$7,388	\$7,746
Management Analyst I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Management Analyst II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Marketing Manager	064A	\$7,252	\$7,601	\$7,977	\$8,376	\$8,793
Marketing Specialist	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Microcomputer Support Spec I	062A	\$5,130	\$5,386	\$5,654	\$5,937	\$6,234
Microcomputer Support Spec. II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Neighborhood Services Liaison	058	\$6,414	\$6,725	\$7,041	\$7,388	\$7,746
Networking & Systems Engineer	068E	\$7,796	\$8,186	\$8,595	\$9,025	\$9,476
Networking & Systems Manager	070B	\$8,653	\$9,086	\$9,425	\$10,018	\$10,519
Networking & Systems Spec. I	054C	\$6,053	\$6,356	\$6,673	\$7,007	\$7,357
Networking & Systems Spec. II	063	\$6,869	\$7,212	\$7,573	\$7,951	\$8,348
Office Engineer	061E	\$7,157	\$7,514	\$7,890	\$8,285	\$8,700
Operations Administrator	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Paratransit Coordinator	046E	\$5,721	\$5,989	\$6,248	\$6,538	\$6,842
Paratransit Operation Supervisor	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Parks & Landscaping Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Parks Supervisor	135E	\$5,835	\$5,880	\$6,367	\$6,685	\$7,019
Payroll Supervisor	057	\$6,597	\$6,928	\$7,274	\$7,638	\$8,019
Personnel Analyst I	043E	\$5,334	\$5,586	\$5,821	\$6,093	\$6,377
Personnel Analyst II	055B	\$5,972	\$6,269	\$6,552	\$6,871	\$7,216
Personnel Assistant	049A	\$5,799	\$6,088	\$6,395	\$6,715	\$7,052
Plan Checking Engineer	064G	\$7,531	\$7,908	\$8,303	\$8,719	\$9,154
Police Administrative Manager	070F	\$9,500	\$9,975	\$10,476	\$11,018	\$11,542
Police Records Supervisor	052F	\$5,658	\$5,931	\$6,228	\$6,530	\$6,851
Port Administrator	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Port Maintenance Manager	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Port Marketing/Operations Mgr	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Port Traffic Manager	058	\$6,414	\$6,725	\$7,041	\$7,388	\$7,746
Principal Personnel Analyst	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Principal Planner	064	\$7,388	\$7,746	\$8,131	\$8,538	\$8,963
Procurement Analyst	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Programmer Analyst I	054C	\$6,053	\$6,356	\$6,673	\$7,007	\$7,357
Programmer Analyst II	063	\$6,869	\$7,212	\$7,573	\$7,951	\$8,348
Project Coordinator	064E	\$7,794	\$8,179	\$8,584	\$9,010	\$9,453
Property Manager	051D	\$5,569	\$5,808	\$6,113	\$6,418	\$3,354
Public Information Officer	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Public Safety Technology Supervisor	068F	\$8,267	\$8,680	\$9,115	\$9,571	\$10,050
Public Works Administrative Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324

Public Works Fac. Mtce Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Public Works Inspector Supvr.	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Public Works Operations Administrator	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Public Works Streets Mtce Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Public Works Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Purchasing Manager	057	\$6,597	\$6,928	\$7,274	\$7,638	\$8,019
Recreation Supervisor	052H	\$5,659	\$5,934	\$6,233	\$6,537	\$6,854
Redevelopment Admin Svcs Manager	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Redevelopment Contract Administrator	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Redevelopment Contract Administrator II	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Redevelopment Specialist I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Redevelopment Specialist II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Redevelopment Specialist III	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Redev't Agency Construction Svcs. Coordr.	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Resident & Comm. Svcs Spec I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Resident & Comm. Svcs Spec II	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Revenue Manager	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Richmond Hsng Auth Contract Administrator	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Risk Management Analyst I	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Risk Manager	071A	\$9,425	\$9,898	\$10,391	\$10,911	\$11,457
Safety & Staff Dev't Coordinator	064	\$7,388	\$7,746	\$8,131	\$8,538	\$8,963
Senior Accountant	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Administrative Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Administrative Analyst (+15%)	060F	\$7,029	\$7,380	\$7,716	\$8,089	\$8,497
Senior Assistant to the Mayor	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Budget Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Business Analyst	068E	\$7,796	\$8,186	\$8,595	\$9,025	\$9,476
Senior Business Assistance Officer	064E	\$7,794	\$8,179	\$8,584	\$9,010	\$9,453
Senior Buyer	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Civil Engineer	064C	\$8,285	\$8,700	\$9,134	\$9,591	\$10,071
Senior Dev Project Manager	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Senior Employee Benefits Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Employment Program Specialist	062A	\$5,130	\$5,386	\$5,654	\$5,937	\$6,234
Senior Human Resources Administrator	068E	\$7,796	\$8,186	\$8,595	\$9,025	\$9,476
Senior Liab. Claims Investigator/Examr.	053D	\$5,441	\$5,704	\$5,989	\$6,280	\$6,589
Senior Management Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Parks Supervisor	139D	\$6,502	\$6,837	\$7,180	\$7,537	\$7,915
Senior Personnel Analyst	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Planner	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324
Senior Programmer Analyst	068E	\$7,796	\$8,186	\$8,595	\$9,025	\$9,476
Senior Project Manager	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Senior Property Manager	055D	\$6,113	\$6,418	\$6,708	\$7,034	\$7,388
Senior Redevelopment Accountant	060D	\$6,883	\$7,208	\$7,565	\$7,930	\$8,324

Senior Work.Comp.Claim Examiner	059	\$6,552	\$6,871	\$7,216	\$7,565	\$7,928
Source Control Superintendent	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Stationary Engineer Supervisor	058D	\$6,566	\$6,883	\$7,208	\$7,565	\$7,930
Superintendent of Equip & Transportation Svcs	064D	\$7,423	\$7,786	\$8,167	\$8,576	\$9,005
Supervising Housing Manager	052H	\$5,659	\$5,934	\$6,233	\$6,537	\$6,854
Supervising Office Assistant	042E	\$4,754	\$4,987	\$5,234	\$5,507	\$5,782
Sustainability Coordinator	043D	\$4,975	\$5,209	\$5,432	\$5,686	\$5,949
Systems Administrator	066	\$7,064	\$7,418	\$7,789	\$8,179	\$8,587
Technical Support Manager	066	\$7,064	\$7,418	\$7,789	\$8,179	\$8,587
Technical System Manager	068F	\$8,267	\$8,680	\$9,115	\$9,571	\$10,050
Technology Application Specialist	054C	\$6,053	\$6,356	\$6,673	\$7,007	\$7,357
Traffic Engineer	069D	\$8,368	\$8,773	\$9,206	\$9,652	\$10,129
Treatment Plant Laboratory Supvr.	054E	\$6,689	\$7,023	\$7,365	\$7,723	\$8,089
Waste Water Maintenance Supvr.	058E	\$6,691	\$7,018	\$7,345	\$7,710	\$8,083
Waste Water Supervisor	058E	\$6,691	\$7,018	\$7,345	\$7,710	\$8,083
Waste Water/Storm Water Manager	071A	\$9,425	\$9,898	\$10,391	\$10,911	\$11,457
Web Coordinator	068E	\$7,796	\$8,186	\$8,595	\$9,025	\$9,476
Wharfinger	141D	\$6,389	\$6,709	\$7,018	\$0	\$0
Workers' Comp/Return to Work Coordinator	059	\$6,552	\$6,871	\$7,216	\$7,565	\$7,928
Workforce Program Coordinator	062A	\$5,130	\$5,386	\$5,654	\$5,937	\$6,234

ATTACHMENT B

Special Provisions for Communications Shift Supervisors

Sick Leave

- 1 Sick leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employee's sick leave.
- 2 Communications Shift Supervisors as hourly employees will charge their sick leave on their time sheets as each hour or portion of an hour is used.

Vacation Leave

- 3 Vacation leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employees' vacation balance.
- 4 Communications Shift Supervisors as hourly employees will charge their vacation leave on their time sheets as each hour or portion of an hour is used.
- 5 Communications Shift Supervisors will bid for vacation assignments based on seniority as follows. At the beginning of each calendar year, Communications Shift Supervisors will submit written vacation requests for the entire year to the Communications Supervisor. Assignments will be based on seniority within the class of Communications Shift Supervisor and its predecessor class, Senior Communications Dispatcher.

Administrative Leave

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

Holidays

- 7 When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.
- 8 In the case of Communications Shift supervisors if staffing does not permit an alternate day off, the employee shall receive an additional day of pay.
- 9 Communications Shift supervisors who work more than one shift on a holiday shall only receive credit for one holiday, but shall receive time and one half for all hours worked. For purposes of determining whether hours worked are on a

holiday, a holiday is the 24 hour period of the day listed in this agreement, starting at 0000 hours and ending at 2400 hours.

Shift Differential

- 10 An employee who is regularly assigned to work five (5) or more hours between the hour of 4:00 p.m. and 12:00 midnight (swing shift) shall receive an additional five percent (5%) above his/her individual salary rate. An employee who is regularly assigned to work five (5) or more hours between the hours of 12:00 midnight and 8:00 a.m. (graveyard shift) shall receive an additional seven and one-half percent (7-1/2%) above his/her individual salary rate.
- 11 Employees working relief shifts (defined as shifts where an employee is required to change from days, swing, and graveyard on a regular basis, but not when such changes occur less frequently than once each six months) shall receive in addition to their regular compensation 7-1/2% when working graveyard, 5% when working swing, or 2-1/2% when working days.
- 12 Payment of these differentials shall be for swing or graveyard shifts actually worked except that an employee regularly assigned to a swing, graveyard or relief shift shall continue to receive the pay differential during approved leave of absence.
- 13 Shifts will generally be assigned and bid for by seniority.

Overtime

- 14 Rate of Compensation for Overtime Worked. As hourly employees, Communication Shift Supervisors who are required to work, during any one calendar week, in excess of either his/her normally scheduled work day or work week shall be compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.
- 15 Factors Which Govern Compensation for Overtime Worked. Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to eighty (80) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the Department Head.
- 16 Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime of record.

- 17 All overtime work shall be subject to prior approval of the City Manager or his/her designee.

Call Back Time

- 18 An employee called back to work shall be credited with a minimum amount of three hour's time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher, supervisor, or the senior staff person on duty at the Waste Water Treatment Plant) to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. 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.

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

Certain Exceptions and Exclusions

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

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

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

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

ATTACHMENT D

Health and Welfare Benefits for Registered Domestic Partners

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

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

ATTACHMENT E

CITYWIDE SERVICE QUALITY COMMITTEE

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

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

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

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

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

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

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