

Memorandum of Understanding

between

City of Richmond

and

**S.E.I.U. Local 790
Part-Time & Intermittent Employee
Bargaining Unit**

July 1, 2006 – June 30, 2010

MEMORANDUM OF UNDERSTANDING

between

CITY OF RICHMOND

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 790

PART-TIME AND INTERMITTENT EMPLOYEE BARGAINING UNIT

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), as amended, and has been jointly prepared by the parties.

Service Employees International Union Local 790 is the recognized employee organization for the Part-Time and Intermittent Bargaining Unit and has concluded this Memorandum of Understanding through its authorized representatives. The employee classifications in such bargaining unit are set forth in the Recognition section of this Memorandum of Understanding and Service Employees International Union Local 790, hereinafter referred to as "the Union," is recognized as the exclusive representative of employees assigned to such classifications.

ARTICLE I - GENERAL PROVISIONS

A. DISCRIMINATION PROHIBITED

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

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.

City of Richmond Affirmative Action Plan Policy Statements

1. It is the policy of the City of Richmond to be fair and impartial in its relations with its employees and applicants for employment without regard to race, color, religion, national origin, ancestry, sex, age, disability or marital status. The City of Richmond recognizes that equal employment opportunities can only be achieved through a positive, continuing affirmative action program applicable to each City department and agency. This policy of affirmative action shall apply to every aspect of City employment policy and practice, and if progress is to be made toward achieving equal employment opportunity, the affirmative action efforts must be positive-action steps, not merely passive.

2. To achieve the goal of equal employment opportunity, the City Council of the City of Richmond has adopted this policy statement as the cornerstone of its Affirmative Action Plan.

3. The Affirmative Action Plan commits all City of Richmond employees, officials, Council, Board, and Commission members to support, in an affirmative pro-active fashion, the City Council's policy regarding equal employment opportunity.

4. The Affirmative Action Plan shall be implemented consistent with State and Federal laws, and other mandated requirements as may now or in the future exist. Examples of such include: The Civil Rights Act of 1964 as amended by the Equal Employment Opportunities Act of 1972; the Fair Employment and Housing Act, as amended; the Rehabilitation Act of 1973; and the Age Discrimination Acts of 1967 and 1975.

B. MUTUAL RIGHTS AND RESPONSIBILITIES

The City of Richmond and United Public Employees Local 790 agree that both have obligations and responsibilities to see that the statutory and budgetary objectives of the City of Richmond are attained and that the public receives services as programmed in an effective and efficient manner. The City of Richmond has the duty to execute the traditional responsibilities of management including the determination of the level of and the manner in which City activities are conducted, managed, and administered and to maintain rules and procedures for the administration of the City to attain these goals. The Union recognizes management's responsibilities and rights in this regard. The City, in turn, recognizes its responsibility to treat employees fairly and equitably and to meet and confer with the Union over changes affecting terms and conditions of employment

C. RECOGNITION

The City recognizes the Union as the sole and exclusive representative for the Part-time and Intermittent Bargaining Unit consisting of the following classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager.

Represented employees in the classifications identified in Attachment A will belong to one of the following groups: "Group I" (permanent part-time working 1,000 hours or more per fiscal year); "Group II" 'A' (part-time employees working between 780 and 999 hours per fiscal year) and 'B' (working between 0 and 779 hours per fiscal year on an ongoing basis); and "Group III" (exempt and working no more than six months continuously and no more than 999 hours).

D. AGENCY SHOP

Effective upon ratification of this Memorandum of Understanding by the City Council, the City agrees to an agency shop provision, in accordance with State Law, with automatic dues deduction for all employees represented by this agreement and in classifications listed above.

During the term of this agreement, an employee in one of the classes included in this Memorandum of Understanding and, in the case of newly hired employees who will become a union member within thirty (30) calendar days of employment, shall remain a member in good standing in the union; or pay to the union an initial fee equal to the regular initiation fee; and thereafter a monthly service fee equal to the regular monthly union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the union, and thereby pay sums equal to union dues, initiation fee or service fees to (1) American Cancer Society; (2) the American Heart Association; or (3) Sickle Cell Anemia Research and Education, Inc., (SCARE), in lieu thereof.

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.

The City shall furnish the union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations.

E. DUES DEDUCTION

In accordance with the State Law, said deductions in Section D., above shall be forwarded promptly to the union office. 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, union fees, voluntary political contributions to COPE, insurance premiums, and/or agency fees. 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 or agency fees.

In conjunction with Union dues deductions and COPE deductions, employees may designate additional payroll deductions for supplemental insurance premiums, voluntary contributions and supplemental union fees. Such designations shall be made on forms furnished by the Union. The City, on receipt of said forms shall forward said premiums, contributions and/or fees to the union in the same manner as Union dues, and shall itemize the breakdown of dues, COPE, and all other premiums or contributions forwarded.

F. UNION REPRESENTATION

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

The 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 in advance with the supervisor so as not to unduly interfere with work load and job requirements as determined by the department head or division head.

During negotiations for a successor to this Memorandum of Understanding, the Union may designate up to four persons from the part-time unit and two persons from the full-time unit to meet and confer with the City's representatives. In the interest of not causing undue hardship on specific City offices, the two persons from the full-time unit shall not also be members of the Local 790 full-time bargaining team.

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

ARTICLE II - DIRECT PAY FOR SERVICES

A. SALARY

1. Effective July 1, 2006, salaries for all classes in the Part-Time Employees bargaining unit shall be increased three and three quarters percent (3.75%) over salaries then in effect.

2. Effective January 1, 2007, salaries for all classes in the Part-Time Employees bargaining unit shall be increased three percent (3.0%) over salaries then in effect.

3. Effective July 1, 2007, salaries for all classes in the Part-Time Employees bargaining unit shall be increased four percent (4.0%) over salaries then in effect.

4. Effective July 1, 2008, salaries for all classes in the Part-Time Employees bargaining unit shall be increased four percent (4.0%) over salaries then in effect.

5. Effective July 1, 2009, salaries for all classes in the Part-Time Employees bargaining unit shall be increased four percent (4.0%) over salaries then in effect.

6. The City will modify steps for the following classifications:

Lifeguard	4 steps (+2 steps)
Auditorium Aide	5 steps (+2 steps)
Recreation Program Leader	5 steps (+1 step)
Recreation Program Specialist	5 steps (+1 step)

B. ACTING PAY

1. Each employee who is assigned to work in a position in a higher classification for five days or more and who assumes the responsibilities and performs substantially all of the day-to-day duties of the position shall receive for each day of service in such class the salary rate in the range allocated to the higher class which is not less than five percent (5%) above his/her present salary rate, or the top step of the new range, whichever is lower; provided that the department head, with the approval of the City Manager, has so assigned the employee utilizing a Personnel Action Form. An employee so assigned must assume all or substantially all of the duties and responsibilities of the higher paid classification. Such acting pay shall be paid retroactively to the first day that the employee was in acting status.

2. Should any member so assigned and working in a higher classification incur an

injury or illness which involves lost time during such assignment, he or she shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specified assignment only.

C. OVERTIME AND COMPENSATION FOR OVERTIME

1. Rate of Compensation for Overtime Worked. Employees shall be compensated at overtime rates for all hours worked in excess of his/her normal work week (37.5 or 40 hours). Employees shall be compensated at the rate of one and one half (1 ½) times the amount of time worked as overtime.

2. Overnight Trips

When an employee is required to travel overnight, he/she shall be paid as described in 1. above for any overtime earned. Hours shall not include non working-hours, including sleep hours. When a recreation employee is required to perform work overnight, such as providing supervision for an overnight field trip or event, the employee will be compensated for such time on an hour-for-hour basis by adjusting the employee's normal schedule; or, if the department is not able to adjust the employee's schedule within the pay period, through compensatory time to be accrued at a straight-time rate unless the Fair Labor Standards Act requires compensation at a higher rate.

3. Factors Which Govern Compensation for Overtime Worked. Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to eighty (80) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the department head.

4. Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime of record.

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

D. SHIFT DIFFERENTIAL

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

2. Library employees, Recreation Specialists and Leaders, and Cable TV Production Assistants who are assigned to work after 5 P.M., shall receive additional compensation of eighty cents (\$.80) each hour (after 5 P.M.), except when the hours worked fall under the definition of 1. above.

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

E. BILINGUAL PAY

When it has been determined by the Department Head that bilingual skills are necessary for certain classifications within the department, the Department Head will submit a written request for a bilingual differential to the Human Resources Management Department. This request shall describe the nature of the need, the specific language(s) required, and the name of the employee(s) for which the differential is requested. Such positions will be reviewed, and if approved, certified by the Human Resources Management Director as bilingual. The competency in the language shall be determined by proficiency testing administered by the Human Resources Management Department. Once certified, the employee shall receive 2% additional compensation.

F. A Recreation Aid, Recreation Leader, Senior Recreation Leader or Recreation Specialist assigned to work at the Disabled People's Recreation Center, shall receive an additional 10% above the employee's individual salary rate per hour.

G. PROMOTION - EFFECT ON RATE OF COMPENSATION

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

H. ELIGIBILITY FOR SALARY ADVANCEMENT

Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement on his or her anniversary date within the salary range of his/her classification, except where such employee is in a class for which there is a single rate of pay. If an employee's service is not deemed satisfactory, based on a written performance evaluation, the employee may not be eligible for consideration for salary advancement.

An employee must work a minimum of 700 hours within a year to receive a salary increase. If an employee works less than 700 hours in a year, he/she will be eligible for a salary increase on the next anniversary date that he/she has attained 700 hours. e.g. If an employee's anniversary date is February 1 and she worked 500 hours in 1997 and 500 hours in

1998, she would be eligible for an increase February 1, 1999. Had she worked 700 hours in 1997 she would have been eligible for an increase February 1, 1998.

If an employee (who has completed one year's service and at least 700 hours employment during that year) does not receive an evaluation within 60 days after his/her anniversary date and the employee is scheduled for a step increase, the evaluation for said year shall be considered satisfactory and any step increase due will be provided to the employee retroactively to his/her anniversary date.

Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified service for good or sufficient cause.

I. PERFORMANCE EVALUATIONS

Each employee, in Group I and employees in Group II who work at least 700 hours within a year, shall receive a written performance evaluation annually on his/her anniversary date. The anniversary date is the date an employee was hired, or last promoted.

J. DEMOTION

The rate of compensation to be paid in all cases of demotion, within Group I, whether voluntary or disciplinary, or in lieu of layoff (bumping), shall be a salary step which falls within the new, lower, salary range. Such salary step will be at the step closest to the employee's current salary within the lower range, that does not exceed the employee's current salary.

ARTICLE III - INDIRECT PAY AND ALLOWANCES

A. INSURANCE

1. Medical Plans

a. No later than two months after the employees in Group I are selected, the City shall contract with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors of retirees in Group I. 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.

b. The City shall pay \$20.00 per month to PERS on behalf of each active employee. In the event PERS requires a minimum employer payment in excess of \$20.00 per month, the City and Local 790 shall meet and confer regarding payment of such additional

amounts during the term of this agreement. 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 current minimum rate of 5% required by PERS regulations, until it reaches the amount (\$20.00) contributed on behalf of each active employee. In the event PERS requires an additional minimum employer payment for retirees in excess of \$2.00 per month, the City and Local 790 will meet and confer regarding payment of such additional amounts during the term of this agreement.

c. Active employees benefit account: In addition to the contributions listed above, the City shall establish a benefits account for each active employee in Group I 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 the employee and their dependents. For the term of this Agreement only, should the premium for the Kaiser North medical plan change the City shall change the dollar amount to be paid towards this benefit by the same amount as the premium change.

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.

d. Cafeteria Option: 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, after January 1, 1998, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs.

e. 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.

f. Group I employees who regularly work at least 1000 hours annually, but less than 1300 hours, annually shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, only the \$20 monthly premium described in Article III, Section A.1.b.

Group I employees who regularly work 1300 hours or more annually shall receive the same medical plan benefits as full time employees.

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

h. Retired Employees: Effective upon eligibility for PERS retirement, Group I retirees will receive a monthly payment of \$244 for retirees without dependents at the time of retirement or \$364 if the retiree has one or more dependents at the time of retirement, provided the retiree meets the eligibility requirements below. When a retiree or dependent becomes eligible for Medicare benefits, the monthly payments shall be \$102 and \$204 respectively. When the insurance premium is less than one of the agreed to dollar amounts, the City will pay 100% of the retiree's premium. Retirees shall be responsible for notifying the City of their eligibility for Medicare within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding the excess amounts received.

Employees may receive the above dollar amounts towards a non-PERS health plan provided, the non-PERS health plan is selected at the same time that an employee drops a PERS health plan. PERS retirees may always rejoin PERS health plans at the open period, but must then pay 100% of their premium. When a retiree has dropped health coverage, the retiree cannot request the City to resume paying towards premiums at a later date.

i. After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Section h. (above) shall be reduced by \$1.00 monthly, until the monthly reduction reaches \$20.00.

j. 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:

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

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

City shall also be eligible for City reimbursement towards medical benefits as described in h. above.

The parties will reopen this MOU on July 1, 2007, to meet and confer solely on the issue of retiree health (Article III, Section A1 paragraph h)

k. 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 City's contribution shall be reduced accordingly or the corresponding decrease will be made if he/she becomes 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.

1. 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.

2. Dental Plan

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

Employees may utilize the dentist of their choice to obtain dental care including "Preferred Providers" that may accept the City's schedule as 100% payment.

3. Vision Plan

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

4. Life Insurance

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

5. Disability Insurance

Long term disability insurance program for Group I employees shall include payment of sixty percent (60%) of the first \$2,500. of an employee's monthly salary for a maximum monthly benefit of \$2,000, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. Effective July 1, 1998 coverage will increase to a maximum monthly benefit of \$3,000.

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

6. Flexible Benefits Plan

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 Group I employees.

Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan. Employees eligible for the credit in lieu of medical insurance may apply those funds towards the Flexible Benefits Plan. They may also apply their own funds towards the Plan.

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

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

B. LEAVES

1. Leaves of Absence

a. The City Manager may grant leaves of absence without pay to employees in Groups I and II, for a period not to exceed one (1) year.

b. 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.

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

d. 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.

e. An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have 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.

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

- Leave of Absence without Pay
- Leave of Absence with Pay
- Sick Leave
- Workers Compensation Leave
- Vacation Leave
- Military Leave
- Bereavement Leave
- Jury Duty
- Parental Leave
- Family & Medical Leave

g. 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 only to employees in Group I. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two calendar weeks, it shall require specific approval of the City Council.

2. Bereavement Leave

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

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

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

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

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

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

3. Sick Leave

a. Accrual Rate. Each employee in Group I working on a part-time basis and who has worked 1,000 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment, shall be entitled to pro-rated sick leave based upon his/her date of employment,(prorated to the employee's average work day length over the prior 12 months).

b. 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.

c. Conversion of Sick Leave to Pension Credits. Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20862.8 of the California Government Code.

d. General 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.

e. Family Sick Leave. Each eligible employee may use sick leave to care for a member of his/her immediate family 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 five (5) working days. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions.

f. A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or department head, or his/her designee, and at such time thereafter during the same sick leave as the City Manager or department head shall deem necessary. But in any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive work days of sick leave.

g. 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.

4. Family and Medical Care Leave. Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. Family and medical care leave entitles an employee to up to 12 weeks of continuation of health, dental and vision benefits in a 12 month period. Family and medical leave may be taken for any of the following reasons: the birth, adoption, or placement of a child for foster care in the employee's home; the serious illness of the employee; or the serious illness of a spouse, child, or parent. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

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

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

b. 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.

c. 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 or to take care of a newborn), 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.

5. Parental Leave

a. All natural mothers shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted with appropriate medical documentation. During this leave, the City will continue to pay the premium for her PERS medical plan, (if eligible).

b. All fathers or adoptive parents, in groups I and II shall be granted leave in accordance with applicable State and Federal law.

c. All parents, in Group I, granted a leave of absence as described in a. and b. above, shall receive one weeks' paid leave (based on their average weekly wage over the prior 12 months) as part of their parental leave. Payment will be made upon the birth of a child, or upon taking custody of a child through adoption.

6. Jury Duty

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

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

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.

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

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

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.

7. Military Leave

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

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

In the event of extended military leave, the City shall pay to the employee such vacation as was due to the employee or shall obtain reimbursement from the employee for used vacation which was in excess of vacation due to the employee at the beginning of the extended leave by deduction from severance pay or otherwise.

No person shall be appointed permanently to a position, in Group I, 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.

8. Vacation Leave

a. Employees in Groups I and II,A shall be entitled to annual vacation, to be prorated accordingly.

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

The authorized annual vacation leave for full-time employees shall be

WORKING DAYS	YEARS OF SERVICE
10	1-3
15	4-14
20	15-22
25	23-29
30	30 thereafter

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

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

- Group I working 30 or more hours per week, accrual at 80% of Full-Time rate.
- Group I working 25 but less than 30 hours per week, accrual at 66.7% of Full-Time rate.
- Group II.A, accrual at 40% of Full-Time rate.

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

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

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

d. Limitation on Vacation

Each employee eligible for vacation accrual normally must have served one year continuously in order to be eligible to take vacation leave. When unusual needs exist and after proper formal approval has been obtained from the Department Head, the employee, after 6 months of continuous service, may be permitted to take accumulated vacation.

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

(1) An employee shall cease accumulating vacation leave when she/he reaches a maximum amount as listed below. The following maximums will be prorated to the actual amount of hours a year an employee works.

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

The employee shall be alerted when he/she is approaching the maximum, so that vacation leave may be scheduled by the employee and his/her supervisor.

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

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

f. Time at Which Vacation Leave 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 with due regard for the wishes of the employee and particular regard for the needs of the service. Employees must request advance approval for vacation leave at least 48 hours in advance of the proposed date. Emergency vacation leave may be taken up to four times per calendar year without requesting advance approval.

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

g. Effect of Extended Military Leave on Vacation Leave.

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

h. Vacation Amounts at Termination of Active Employment.

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

I. Vacation Usage.

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

9. Workers Compensation

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

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

c. 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.

d. 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.

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

f. A probationary employee will have his/her probationary period extended the same amount of time he/she is off work due to injury leave.

g. 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.

h. 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.

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

10. Court Appearances

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

Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time except for subpoenas involving criminal cases, in which event leave of absence without loss of pay shall be provided to an employee whose involvement in the action occurred during his/her normal work hours.

C. HOLIDAYS

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

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
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's Birthday	Third Monday in January
Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May

2. In addition to the holidays listed in the preceding paragraph, each employee in Groups I and II.A. shall be granted two (1) day 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 holiday 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. The floating holiday must be taken as a full day based on the employee's average day worked over a 12 month period, and not in hourly increments.

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

4. Each employee in Groups I and II.A. shall be entitled to one full shift (e.g. if an employee's average work day over the past 12 months is four hours, worked 1040 hours past 12 months, the employees "shift" off would be four hours) off without loss of pay on the last, regular work day before either Christmas or New Year's Day or any other day of the employee's choice, (similar to a floating holiday.)

5. Employees in Groups I and II.A. who work more than one shift on a holiday shall only receive credit for one holiday, but shall receive time and one half for all hours worked. For purposes of determining whether hours worked are on a holiday, a holiday is the 24 hour period of the day listed in article 15, starting at 0000 hours and ending at 2400 hours.

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

D. ALLOWANCES

1. Meal Allowance

A \$9.00 meal allowance shall be allowed for each employee who works more than four (4) hours of unscheduled overtime on any of his/her normal days off.

For the purpose of this section "overtime" is considered to be unscheduled unless the

request for such overtime is made more than eight (8) hours before the beginning of such overtime and does not involve calling an employee on his/her regular days off.

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

2. Safety Shoes

City agrees to reimburse employees up to one hundred and twenty-five dollars (\$125) per calendar year to offset the cost of purchasing safety shoes. Safety shoes must comply with ANSI Z41-1999 ("American National Standard for Personal Protection – Protective Footwear"). Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety shoes in the performance of their duties. Parties further agree 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.

3. Certifications

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

4. Uniforms

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

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

5. Rain Gear

Rain gear consisting of rain suit (pants, jacket, head gear, and rubber boots) shall be

provided to those Community and Cultural Services employees and Crossing Guards who are required to perform outside work during inclement weather. The Library shall have available three sets of rain gear available for Library Aides. All rain gear shall remain the property of the City.

E. RETIREMENT

The Public Employee's Retirement System (PERS) pension plan for the members of the General Employees Bargaining Unit shall be modified to provide that pension benefits upon retirement shall be computed on the basis of one (1) year final compensation, Optional Section 20024.2 of the California Government Code.

Effective January 1, 2003, the City will implement the provisions of Government Code Section 21354.5 (2.7% @ 55).

Effective July 1, 1994, the City will implement Government Code Section 20023(c)(4) pursuant to Section 20615, entailing reporting the employer paid member contributions to PERS as special compensation.

Effective April 1, 2005, the City shall contribute on behalf of each employee subject to CalPERS required retirement contributions one-half of the employee's eight percent (8%) contribution to PERS retirement. 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. The four percent (4%) EPMC shall continue to be treated as special compensation pursuant to Government Code sections 10023(c)(4) and 20615.

Effective October 1, 2005, the City shall stop contributing any portion of the employee's share of CalPERS retirement, and will cease reporting the value of any EPMC as special compensation. Employees shall thereafter be responsible for paying the full amount of their required PERS contribution.

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

ARTICLE IV - WORKING CONDITIONS

A. BULLETIN BOARDS

The City agrees to designate bulletin board space on existing bulletin boards for the sole use of Local 790. The parties agree to mutually explore and review such areas where

insufficient bulletin boards exist and the City shall install same.

B. HOURS OF WORK, MEAL PERIODS AND REST PERIOD

1. DEFINITIONS OF CERTAIN WORK UNITS: To assist in the orderly administration of the City Government, the following definitions shall be used:

The calendar week shall begin at 12:01 Sunday morning, and shall end at 12:00 midnight Saturday.

The work week shall be the normal, total working hours within the calendar week for each City employee.

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.

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

Absence without leave, for three consecutive work days shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; certified mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.

If the employee or an authorized representative of the employee contacts the City within 30 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

3. Employees shall be assigned a one-half (½) or one (1) hour unpaid meal period each day that the employee works five hours or more within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift if the employee's shift is five hours or more and another fifteen (15) minute rest period during the second half of the work shift if the employee's shift is five hours or more.

At each department head's option, lunch breaks may be scheduled for various lengths of time ranging from one-half (½) to one (1) hour in length.

C. SAFETY COMMITTEE

The City agrees to establish a city-wide safety committee which will include membership from Local 790, as well as other bargaining units and management. The committee will meet on matters of mutual concern on at least a quarterly basis. The purpose of the committee will be to entertain, discuss, and make recommendations on matters of concern regarding all aspects of safety in the workplace. Recommendations from this committee shall be made to the City Manager. This committee does not preclude operating departments from having departmental safety committees.

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

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

D. MEETINGS WITH SUPERVISORS

When an employee is requested to attend an investigatory meeting with supervisory personnel which he or she reasonably believes may result in discipline, the employee's "Weingarten Rights" (see attachment) shall be honored and he/she shall have the right to have up to two employee Union representatives and one professional Union representative in such meeting.

Unless extenuating circumstances exist, an employee may not insist on bringing a union representative to a meeting with supervisory personnel when he/she has been told that the meeting is not of a disciplinary nature.

E. EMPLOYEE ASSISTANCE PROGRAM

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

2. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling and crisis intervention. Eligible employees will be eligible for up to five EAP visits per fiscal year.

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

4. Referrals: Referral procedures will be designed to facilitate (a) self-referrals, (b)

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

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

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

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

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

F. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS

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

2. Light Duty Program: Employees will be covered by the City-wide light duty policy.

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

ARTICLE V - PERSONNEL PROVISIONS

A. LAYOFF

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

1. The City Manager may layoff an employee from the classified service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.

2. At least two weeks prior to the effective day of a layoff of a member of the bargaining unit, the Human Resources Director or designee shall notify the affected employee and the Union of the proposed action with the reasons therefore, and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. Employees who have bumping rights will be given a maximum of one week to exercise such rights; individuals who can not be contacted during this one week period shall be deemed to have exercised their bumping rights. For employees without bumping rights to any position, the City may provide two weeks severance pay in lieu of layoff notice.

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

3. Order of Layoffs

- a. Employees in Group I may bump Group II and III employees in positions that the Group I employees have previously held.
- b. Group IIA employees may bump IIB and Group III employees, as well as less senior IIA's in the same class if they have previously held the position.
- c. Group IIB and Group III employees have no layoff rights.

4. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved.

5. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served as a Group I, II.A., or full-time employee on the established date for the layoff to become effective. This will permit layoff to the next lower class provided the total City seniority both as a full-time permanent employee and/or as a permanent part-time employee exceeds the total seniority of at least one (1) employee in the next lower class. Layoff to the same or a lower class shall occur City-wide, enabling employees to move within other departments. Transfers to comparable classes may occur as determined by the Director of Human Resources Management after meeting and conferring with the Union. Permanent part-time employees will earn seniority on an hour for hour basis.

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

6. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all probationary employees in that class have first been terminated.

7. Group I and IIA employees shall be entitled to be placed on the re-employment lists. By accepting a IIA or lesser position, employees laid off from a Group I position do not waive the right to return to a Group I position. The names of probationary employees and employees with permanent status who are laid off shall be placed on appropriate re-employment lists in the order of total cumulative time served in the Classified Service of the City. Total cumulative time in such cases shall include time served on military leave of absence from the Classified Service.

B. PROBATIONARY PERIOD

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

1. Purpose of the Probationary Period. The probationary period is a basic part of the employee selection process and shall be used for close observation of the employee's work and conduct, for securing the most effective adjustment of a new employee to 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.

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

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

3. When an employee in Group I is appointed from a promotional list of eligibles in Groups II and III, the appointee shall serve a six month probationary period.

4. When an employee is promoted to a classification in which a license or certificate of proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification. These classifications include, but are not limited to, those listed in Attachment E.

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

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

6. Rejection of Probationer Following Promotion. Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she was appointed unless charges are filed and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

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

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

8. Effects of Leaves of Absence on Probationary Period. The probationary period of a given employee shall be extended by the time equal to the time he/she has been on leave of absence other than sick leave, vacation, or holiday leave during his/her probationary period.

C. REINSTATEMENT

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

2. Reinstatement is not a right which an employee may exercise at his/her option, but rather a means by which a department head may bring back an employee who has rendered fit and efficient service.

3. An ex-employee who is reinstated is not entitled to sick leave for prior service.

4. If there is a question of physical or mental ability or of knowledge and skills, proper

examinations may be required by the Human Resources Management before an ex-employee can be reinstated. A medical examination may be required.

D. RESIGNATION

1. 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.

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

E. SEVERANCE PAY

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

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

F. REASSIGNMENT

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

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

G. TRANSFER

1. All vacancies shall be posted on appropriate bulletin boards so that present City employees may request transfer.

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

3. There is a sixty (60) day "probationary period" for employees in Group I who transfer in the same class between departments. Either the employee or the City may decide that the employee should return to their former position and department during that probationary period.

H. ORAL INTERVIEWS - UNION OBSERVER

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

I. PAY DAYS

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

J. ACTION FORMS

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

K. PERSONNEL FILES

1. Employees may inspect their personnel files in the central Human Resources Management Department or their department.

2. An employee will be given a copy of any derogatory information placed in the personnel file of the central Human Resources Management Department or their department.

3. Any derogatory information placed in the department personnel file must be placed in the central personnel file within fifteen (15) days.

L. EXAMINATION ANNOUNCEMENTS

The City will distribute copies of all examination announcements to all City departments, including major divisions within departments as well as the business agent for Local 790 and one City union official designated by Local 790.

M. NEPOTISM

Section 1. General Policy

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

Section 2. Employee Marriages

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

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

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

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

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

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

ARTICLE VI - GRIEVANCE AND APPEAL

A. GRIEVANCE PROCEDURE

This grievance procedure is applicable to employees in Groups I and II.

This grievance procedure is established to provide a proper procedure to permit the hearing and resolution of grievances bearing on an employee's status or conditions of employment and to provide means for the resolution of complaints as rapidly as possible. (For a definition of grievances which may go to Binding Arbitration, see Section B,1 All other grievance may not use the Binding Arbitration step).

1. Time Limits: The employee and/or the Union must initiate a grievance as provided in Step 1 within ten (10) working days of the occurrence of the dispute or ten (10) working 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 ten (10) working days to respond to the grievance. The employee shall have ten (10) working days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These ten (10) day limits may be extended by mutual agreement by the parties. Failure of the employee to act 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.

2. Procedure:

Step 1: The employee and/or the Union must present the grievance personally, in writing, to the immediate supervisor. This step is not intended to preclude open and frank discussions between supervisors and subordinates before a grievance is filed, however, the time limits will not be extended during this discussion period unless both parties agree in writing.

Step 2: If the problem is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the division head. The written grievance must set forth the specific complaint and all the pertinent facts. The division head shall allow full discussion of the grievance. If the grievance is rejected, the division head shall give the employee and/or the Union the reasons therefore and forward the written grievance to the department head, on

which will be noted the reasons for the decision.

Step 3: If the grievance remains, the employee and/or the Union may then present the grievance to the department head. At this meeting, the department head, the employee and/or the Union, and other designated parties who have direct knowledge of circumstances related to the grievance may be present. After full discussion, the department head shall advise the employee and/or the Union in writing of the decision and the reasons therefore. A copy of the decision shall be forwarded to the City Manager.

Step 4: If the grievance remains, the employee 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.

Step 5: If the matter still remains unresolved, the employee and/or the Union shall have the right to present the matter to the Personnel Board under the Personnel rules; pursuant to Section B of Article VI of this Memorandum of Understanding, such employee may elect, in lieu of the Personnel Board, to submit the matter to binding arbitration, provided that the grievance meets the definition described in Section B.1.

B. BINDING ARBITRATION

1. Definition of Grievance for Binding Arbitration

A grievance is defined for the purpose of binding arbitration to be any controversy between the City and the employees covered by this Memorandum of Understanding on (1) any matter involving the interpretation, enforcement, or application of a specific provision of this Memorandum of Understanding, or (2) any action involving the reprimand, demotion, suspension, dismissal or reduction in pay (i.e. discipline) of an employee covered by this Memorandum of Understanding. Only a grievance, as defined in (1) or (2) above, shall be subject to the arbitration procedure.

2. Applicability

This section applies only to employees covered by this Agreement in Groups I and II and the binding arbitration procedure may be used in lieu of a hearing by the Personnel Board. Only the Union, and not an individual member, may elect to use binding arbitration where the grievance involves the interpretation, enforcement, or application of a specific provision of this Memorandum of Understanding.

Binding arbitration is agreed upon by the Union and its members with full knowledge that when binding arbitration is used, they are waiving their rights to a Personnel Board

hearings as described in Personnel Rule XI, and in Article XIII, Section 7(a) of the City Charter. Specifically, they waive the right to a Personnel Board investigation, hearing, and recommendation to the City Manager.

3. Request Procedure

A written request for arbitration shall be served on the Director of Human Resources Management within ten (10) working days after the City Manager or the City Manager's designee has conveyed to the employee a decision on the grievance or disciplinary matter as herein defined.

If the above time limitations are not met, the employee and the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the grievance or discipline involved. Upon mutual written agreement, the parties may agree to extend the 10 working day time line.

4. Selection Procedure

(a) An impartial arbitrator shall be selected jointly by the City and the Union within ten (10) working days of receipt of the request. By mutual agreement, the parties shall select the arbitrator. In the event the parties are unable to agree as to who shall be the arbitrator, they shall request the California State Conciliation Service to submit 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 to be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.

(b) The arbitrator shall have no authority to: add to, delete, or alter any provision of this Memorandum of Understanding, but shall strictly limit the decision to the scope, application and interpretation of the existing specific provisions of this Memorandum of Understanding and make no decision in violation of existing laws.

5. Costs

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the City and the employee covered by this Memorandum of Understanding. Each party, however, shall bear the cost of its own representation, including but not limited to the preparation of hearing and post hearing briefs, if any.

C. DISCIPLINE

This section on discipline is applicable only to employees in Groups I and II.

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

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, make available the documents upon which the disciplinary action is based, and conduct a disciplinary meeting known as a "Skelly" meeting. If the aggrieved employee disagrees with any subsequent disciplinary action taken, such employee shall have the right to present the matter to the Personnel Board under the "Personnel rules"; pursuant to Section B of Article VI of this Memorandum of Understanding, such employee may elect, in lieu of the Personnel Board, to submit the matter to binding arbitration. By mutual agreement, the parties may waive any step in the disciplinary appeal procedure, including the Personnel Board or binding arbitration.

If an employee is subject to a reprimand, the City shall provide the employee with a copy of the written reprimand stating the reason(s) for the disciplinary action. The employee may appeal such reprimand to the next highest step according to the time limits in the grievance procedure.

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

2. City Charter

If there is a disagreement between the City Manager and the Personnel Board in the last step of the "Personnel Rule" the Personnel Board may assign the disciplinary matter to the City Council as set forth in Section 7 (a) of Article XIII of the Charter of the City.

ARTICLE VII - RESOLUTION

A. TERM OF AGREEMENT

This Memorandum of Understanding shall be in full force for four years, from July 1, 2006 and ending June 30, 2010. Negotiations for a successor agreement will commence no later than April 1, 2010.

B. CONTRACTING OUT

The City will notify the Union at least thirty (30) days in advance of any action taken by the City to contract or subcontract work customarily performed by the members of the Part-time employee Bargaining Unit, and the Union shall be provided an opportunity to discuss with the City any effect of such contracting or subcontracting upon the members of the bargaining unit.

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

C. AGREEMENTS FURNISHED

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

D. CONTINUATION OF BENEFITS

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

E. FULL UNDERSTANDING

It is acknowledged that during negotiations which resulted in this Agreement, the City and the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of representation. Therefore, 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 July 1, 2007. For the term of this MOU, the parties agree that they shall not be obligated to meet and confer with respect to any subject matter specifically referred to or covered in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control. Nothing herein shall prevent the parties to this MOU from meeting and conferring and making modifications herein by mutual consent.

F. SEPARABILITY OF PROVISIONS

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. Agency Shop provisions are subject to Government Code Section 3502.5, et. seq.

G. RETROACTIVITY

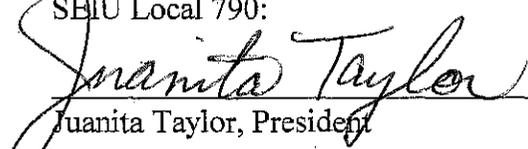
All provisions of this Memorandum of Understanding are effective upon ratification by the City Council, unless specifically noted as being effective upon an earlier date.

H. NO STRIKE/NO LOCKOUT PROVISION

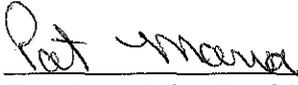
During the term of this Memorandum of Understanding, the Union shall not engage in any strike, work stoppage, work slowdown, or job action against the City; and the City shall not engage in any lockout of Union members.

Dated: 2/9/07

SBIU Local 790:



Juanita Taylor, President



Pat Marra, Vice President

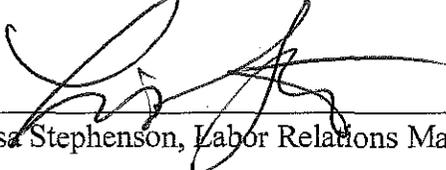
City of Richmond:



Leslie Knight, Asst. City Manager-
Director of Human Resources



Rob Larson, Human Resources
Personnel Officer



Lisa Stephenson, Labor Relations Manager

ATTACHMENT A

CITYWIDE SERVICE QUALITY COMMITTEE

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

Therefore, SEIU Local 790 and the City shall form a committee to work together in good faith to assess, monitor and improve service delivery for the residents of the City of Richmond. The committee will include representatives of SEIU Local 790 and Local 21, and shall be broadly representative of the various City departments, and shall be chaired by the City Manager or designee. The committee shall meet regularly, at least once per quarter, to assess how well City services are delivered and to:

- ◇ 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 SEIU Local 790 (two standing members and three subject matter experts) and five representatives of Local 21 shall participate in the committee.

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

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

ATTACHMENT B

DEFINITIONS

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

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

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

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

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

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

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be

jointly responsible for basic living expenses incurred during the domestic partnership.

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

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

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

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

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

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

ATTACHMENT C.

WEINGARTEN RIGHTS

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

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

ATTACHMENT D

3. Personnel Rule IX. Appeals-Hearings

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

Section 1. Purpose

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

Section 2. Procedure for Requesting Hearing on Complaints

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

Upon receipt of such request, the Director of Human Resources Management shall inform the individual Board members, the City Manager, and the head of the department involved, of the nature of the request. The Personnel Board must then provide a public hearing as indicated in Section 4 of this Rule XI. The employee shall be entitled to notification at least

five (5) days in advance of the hearing, although the employee may waive such right if he/she so wishes. In all such cases, the Director of Human Resources Management shall notify the employee of the exact date, time and place of hearing.

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

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

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

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

Section 4. Investigation and Hearings

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

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

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

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

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

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

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

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

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

ATTACHMENT E

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

<u>CLASSIFICATION</u>	<u>CERTIFICATION</u>
Recreation Specialist	CPR
Paratransit Driver	CPR, First Aide, Class B Driver's License with Passenger Endorsement
Aquatics Positions	See following page

SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING

Prior to July 1, 1998, the City and the Union will meet and confer regarding health and welfare benefits for employees in Group II A.

United Public Employees Local 790

City of Richmond

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