

**CITY COUNCIL RESOLUTION NO. 115-15**

**RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF  
RICHMOND AND SEIU LOCAL 1021**

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**WHEREAS**, the City has negotiated in good faith with SEIU Local 1021 Part-Time Unit, regarding terms of a new Memorandum of Understanding (MOU); and

**WHEREAS**, the parties reached a tentative agreement on terms for a new MOU on June 27, 2015, replacing the current MOU which expired on June 30, 2012; and

**WHEREAS**, the tentative agreement was ratified by a majority of SEIU Local 1021 Part-Time Unit membership; and

**WHEREAS**, the tentative agreement will not be binding on the parties until ratified by the City Council; and

**WHEREAS**, the tentative agreement will establish a new MOU, effective July 1, 2013 through March 31, 2016; and

**WHEREAS**, the adoption of this agreement will support a stable and amicable labor relations environment in the City; and

**WHEREAS**, there is a positive impact of a three-year MOU on the City's ability to plan its finance and budget;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of Richmond authorizes reduction of the parties' June 27, 2015 tentative agreement to final Memorandum of Understanding (MOU) language, the terms of which are set forth and marked as Exhibit A of this resolution.

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I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held December 1, 2015, by the following vote:

AYES: Councilmembers Bates, Beckles, Martinez, McLaughlin, Pimplé,  
and Vice Mayor Myrick.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: Mayor Butt.

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

TOM BUTT

Mayor

Approved as to form:

BRUCE GOODMILLER

City Attorney

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

I certify that the foregoing is a true copy of **Resolution No. 115-15**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 1, 2015.



Pamela Christian  
Pamela Christian, Clerk of the City of Richmond

**City of Richmond and SEIU Local 1021**

**2014-2015 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Comprehensive Settlement Package**

This package constitutes the entire tentative agreement between the City of Richmond and SEIU Local 1021 for a successor MOU as a result of the Parties' 2014 and 2015 labor negotiation.

The Term of the MOU shall end on March 31, 2016.

This package includes the following City proposals:


- City Proposal 1 dated May 9, 2014 concerning MOU Update.
- City Proposal 2 dated May 9, 2014 concerning Discrimination
- City Proposal 3 dated May 9, 2014 concerning Union Representation
- City Proposal 4 dated May 9, 2014 concerning Salary with the qualification that the Parties have agreed that all represented classifications shall receive a 3.0% salary increase effective July 1, 2015.
- City Proposal 5 dated May 9, 2014 concerning Shift Differential
- City Proposal 6, Version 2 dated July 6, 2015 concerning Eligibility for Salary Advancement
- City Proposal 7, Version 2 dated July 6, 2015 concerning Performance Evaluations
- City Proposal 8 dated May 9, 2014 concerning Demotion
- City Proposal 9 dated May 9, 2014 concerning Medical Plans
- City Proposal 10 dated May 9, 2014 concerning Dental Plan
- City Proposal 11 dated May 9, 2014 concerning Disability Insurance
- City Proposal 12 dated May 9, 2014 concerning Flexible Benefit Plan
- City Proposal 13 dated May 9, 2014 concerning Leaves of Absence
- City Proposal 14 dated May 9, 2014 concerning Sick Leave
- City Proposal 15 dated May 9, 2014 concerning Family Leave
- City Proposal 16 dated May 9, 2014 concerning Parental Leave
- City Proposal 17 dated May 9, 2014 concerning Jury Duty

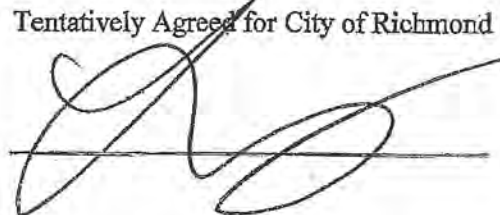
- City Proposal 18 dated May 9, 2014 concerning Military Leave
- City Proposal 19 dated May 9, 2014 concerning Vacation Leave
- City Proposal 20 dated May 9, 2014 concerning Court Appearances
- City Proposal 21 dated May 9, 2014 concerning Holidays
- City Proposal 22 dated May 9, 2014 concerning Safety Shoes
- City Proposal 23 dated May 9, 2014 concerning Certifications
- City Proposal 24 dated May 9, 2014 concerning Uniforms
- City Proposal 25 dated May 9, 2014 concerning Hours of Work
- City Proposal 26 dated May 9, 2014 concerning Safety Committee
- City Proposal 27 dated May 9, 2014 concerning Meetings with Supervisors
- City Proposal 28 dated May 9, 2014 concerning Term
- City Proposal 29 dated May 9, 2014 concerning Continuation of Benefits
- City Proposal 30, Version 2 dated July 6, 2015 concerning Recognition

The attachment to this package includes all of the proposals listed above including the agreed-upon revised MOU language.


Tentatively Agreed for SEIU Local 1021

Tentatively Agreed for City of Richmond

  
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**City of Richmond and SEIU Local 1021  
2014 Labor Negotiations  
Part-Time Employees' Bargaining Unit**

**Proposals Number:** 1  
**Date:** May 9, 2014  
**MOU Article:** None  
**Subject:** MOU Update

**Proposal:**

The City proposes that the Parties update their MOU to 1) reflect current dates of the agreement, 2) reflect the current identity of the SEIU Local as 1021 instead of 790, 3) update article citations as the parties add, delete and move MOU provision and 4) make any other non-substantive improvement agreed upon by the Parties.

**MOU Language:**

Applicable to entire MOU.

**City of Richmond and SEIU Local 1021  
2014 Labor Negotiations  
Part-Time Employees' Bargaining Unit**

**Proposals Number:** 2  
**Date:** May 9, 2014  
**MOU Article:** 1(A)  
**Subject:** Discrimination Prohibited

**Proposal:**

The City proposes that the Parties delete references to Affirmative Action from this section to maintain a lawful labor agreement.

**MOU Language:**

**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.~~

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 3  
**Date:** May 9, 2014  
**MOU Article:** 1(F)  
**Subject:** Union Representation  
**Proposal:**

The City proposes that the Parties amend Article 1(F) to 1) ensure that employees obtain release time prior to leaving their job duties to engage in union activities, and 2) provide that general membership meetings do not occur during work hours.

**MOU Language:**

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

During negotiations for a successor to this Memorandum of Understanding, the Union may designate up four persons from the part-time unit ~~and two persons from the full-time unit~~ to meet and confer with the City's representatives

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

General Membership meetings do not occur during working hours. Employees do not receive paid release time to attend, travel to or prepare for general membership meetings. However, employees who have a thirty minute lunch may use up to sixty (60) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. An employee must obtain prior approval to use the accrued vacation leave as provided in Article 3(B)(8).

**City of Richmond and SEIU Local 1021  
2014 Labor Negotiations  
Part-Time Employees' Bargaining Unit**

**Proposals Number:** 4  
**Date:** May 9, 2014  
**MOU Article:** 2(A)  
**Subject:** Salary

**Proposal:**

The City proposes that the Parties amend Article 2(A) to delete out-of-date language.

**MOU Language:**

A. SALARY

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



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)~~

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 5

**Date:** May 9, 2014

**MOU Article:** 2(D)

**Subject:** Shift Differential

**Proposal:**

The City proposes that the Parties amend Article 2(D) to provide that differential pay continues during paid leaves of absence to the extent required by law.

**MOU Language:**

**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 PM, shall receive additional compensation of eighty cents (\$.80) each hour (after 5 PM), except when the hours worked fall under the definition of 1. above.

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 6 – Version 2  
**Date:** July 6, 2015  
**MOU Article:** 2(H)  
**Subject:** Eligibility For Salary Advancement

**Proposal:**

The City proposes that the Parties amend Article 2(H) to improve reading comprehension and eliminate the presumption of satisfactory performance.

**MOU Language:**

**K. ELIGIBILITY FOR SALARY ADVANCEMENT**

An employee shall normally be eligible for salary advancement within the salary range for the employee's classification for each year of satisfactory service unless the employee's classification only has one rate of pay. ~~Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement 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~~ 600 hours within a year to receive a salary increase. If an employee works less than ~~700~~ 600 hours in a year, he/she will be eligible for a salary increase on the next anniversary date that he/she has attained ~~700~~ 600 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~~ 600 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~~ 600 hours employment during that time) 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~~ the step increase due will be ~~paid~~ 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 bargaining unit within the currently approved salary range ~~Classified service~~ for good or sufficient cause.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 7 – Version 2  
**Date:** July 6, 2015  
**MOU Article:** 2(I)  
**Subject:** Performance Evaluations

**Proposal:**

The City proposes that the Parties amend Article 2(I) to reflect the fact that an employee's anniversary date may change during their employment.

**MOU Language:**

**L. PERFORMANCE EVALUATIONS**

Each employee in Group I and employees in Group II who work at least ~~700~~ 600 hours within a year, shall receive a written performance evaluation annually on or about his/her anniversary date. The anniversary date is the date an employee was hired, or last promoted. An employee's anniversary date may change during employment for various reasons. Evaluations are due on or about the employee's current anniversary date.

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

**City of Richmond and SEIU Local 1021**  
**2014 Labor Negotiations**  
**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 8  
**Date:** May 9, 2014  
**MOU Article:** 2(J)  
**Subject:** Demotion

**Proposal:**

The City proposes that the Parties amend Article 2(J) to provide flexibility to the City to determine a demoted employee's compensation within the existing salary range for the employee's new classification.

**MOU Language:**

**M. DEMOTION**

~~The City shall determine an employee's new rate of compensation within the salary range for the employee's new classification to be paid in all cases of demotion, whether (voluntary, or disciplinary, or in lieu of layoff aka 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.~~

**City of Richmond and SEIU Local 1021**  
**2014 Labor Negotiations**  
**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 9  
**Date:** May 9, 2014

**MOU Article:** 3(A)(1)

**Subject:** Medical Plans

**Proposal:**

The City proposes that the Parties amend Article 3(A)(1) to update the language to reflect the current medical benefit program. The City is willing to submit these proposed changes to the clean-up committee which shall address the same article in the full time employee MOU.

**MOU Language:**

**A. INSURANCE**

**1. Medical Plans**

a. No later than two months after 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 1021 ~~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 1021 ~~790~~ will meet and confer regarding payment of such additional amounts during the term of this agreement.



c. Active employees medical 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 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 toward this benefit by the same amount as the premium change.

If any employee chooses a plan more expensive than the Kaiser North 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, 1993, 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 premium 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. ~~Employees who are eligible for dependent coverage shall be required to pay the premium for the Kaiser North medical plan in circumstances where PERS does not cover. The City will contribute to the cost of such coverage, but the cost of the premium shall be the responsibility of the employee.~~





~~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:

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

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 10  
**Date:** May 9, 2014  
**MOU Article:** 3(A)(2)  
**Subject:** Dental Plan

**Proposal:**

The City proposes that the Parties amend Article 3(A)(2) to update the language to reflect the current dental benefit program.

**MOU Language:**

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 However, if the employee selects a dentist from the "Preferred Providers" list, the preferred provider might accept the dental plan payment as full payment for the dental care. that may accept the City's schedule as 100% payment.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**  
**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 11  
**Date:** May 9, 2014  
**MOU Article:** 3(A)(5)  
**Subject:** Disability Insurance

**Proposal:**

The City proposes that the Parties amend Article 3(A)(5) to update the language to reflect the current disability insurance benefit program.

**MOU Language:**

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 up to for a maximum monthly benefit of ~~\$3,000~~ \$1,500, 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.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 12  
**Date:** May 9, 2014



**MOU Article:** 3(A)(6)

**Subject:** Flexible Benefits Plan

**Proposal:**

The City proposes that the Parties amend Article 3(A)(6) to update the language to reflect the current flexible benefits program.

**MOU Language:**

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 is will be available to all Group I employees. The City administers the plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulations that may occur.

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~~

1. Dependent Care

2. Health Care Reimbursement

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 13

**Date:** May 9, 2014

**MOU Article:** 3(B)(1)



**Subject:** Leaves of Absence

**Proposal:**

The City proposes that the Parties amend Article 3(B)(1) to 1) reflect how job abandonment functions and link it to another section in the MOU, 2) eliminate out-of-date language and 3) clarify the leave with pay provision.

**MOU Language:**

**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 job abandonment which may cause automatic employment termination as provided by law 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. This section does not apply to employees on family medical leave or workers compensation injury leave.

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

Leave of Absence without Pay

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

Sick Leave

Workers Compensation Leave

Vacation Leave

Military Leave

Bereavement Leave

Jury Duty

Parental Leave

Family & Medical Leave.

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 14  
**Date:** May 9, 2014  
**MOU Article:** 3(B)(3)  
**Subject:** Sick Leave

**Proposal:**

The City proposes that the Parties amend Article 3(B)(3) to 1) update the family sick leave language, 2) clarify the doctor's certification requirement, 3) eliminate out-of-date language and 4) enhance reader's comprehension.

**MOU Language:**

**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).

All other part-time employees receive no sick leave.

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 and subject to the provisions of California law. Section 20862.8 of the California Government Code.

d. **General Provisions.** Sick leave properly may be used for the following health ~~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.~~

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

~~f. A doctor's certificate of disability, indicating if an employee has a condition described in subsection "e" above 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.~~

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 15  
**Date:** May 9, 2014  
**MOU Article:** 3(B)(4)

**Subject:** Family and Medical Care Leave

**Proposal:**

The City proposes that the Parties work to delete Article 3(B)(4) and replace it with a City-wide policy addressing legal family leave issues.

**MOU Language:**

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) (eg. 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.

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

**City of Richmond and SEIU Local 1021  
2014 Labor Negotiations  
Part-Time Employees' Bargaining Unit**

**Proposals Number:** 16  
**Date:** May 9, 2013  
**MOU Article:** 3(B)(5)  
**Subject:** Parental Leave

**Proposal:**

The City proposes that the Parties amend Article 3(B)(5) to reflect that the City Manager may extend a PDL leave by two months.

**MOU Language:**



5. Parental Leave

a. ~~All natural mothers shall be granted a leave of absence without pay for a period up to four months.~~ California law affords natural mothers disabled by their pregnancy with unpaid leave time. The City Manager may extend this legally required leave of a natural mother disabled by her pregnancy for an ~~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.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 17  
**Date:** May 9, 2014  
**MOU Article:** 3(B)(6)  
**Subject:** Jury Duty

**Proposal:**

The City proposes that the Parties amend Article 3(B)(6) to 1) update the list of courts subject to this section and 2) update the notice provision.

**MOU Language:**

6. Jury Duty

The City proposes that the Parties amend Article 3(B)(7) to 1) clarify the employee's right to pay during a military leave and 2) clarify the employee's right to use vacation leave during a military leave.

**MOU Language:**

**7. Military Leave**

Military leave shall be granted in accordance with the provisions of applicable law ~~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 longer than twelve months, an employee may use accrued vacation on a pro-rated basis to make up the difference between military pay and the employee's base pay. , 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 from which another is on military leave. , provided that nothing contained in this section shall prevent~~ However, an employee originally appointed to fill a position of another employee on a military leave absence may apply ~~vacancy from obtaining a permanent appointment to another position in the same class if there is a vacancy. in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer or other action not related to military leave.~~

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 19  
**Date:** May 9, 2014  
**MOU Article:** 3(B)(8)  
**Subject:** Vacation Leave

**Proposal:**

The City proposes that the Parties amend Article 3(B)(8) to update the reading comprehension of the section and amend out-of-date language.

**MOU Language:**

**8. Vacation Leave**

a. Employees in Group I and II, A shall accrue vacation leave on a prorated basis, 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~~

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

e. 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 IIA, accrual at 40% of Full-Time Rate

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

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

(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 when an employee has worked 1,200 hours or more. These years of service do not have to be successive.

c. Limitation on Vacation During First Year of Service.

Each employee eligible for vacation accrual normally must have served one (1) year continuously in order to be eligible to take vacation leave. However, an employee may use vacation after six months of continuous service if approved by the City. ~~When unusual needs exist and after proper formal approval has been obtained, the employee, after six (6) months of continuous service, may be permitted to take accumulated vacation.~~

d. 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.

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 vacation leave balances appear on each pay check. 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.

e. 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. ~~A supervisor/manager shall approve or deny an employee's vacation use request within five work days of actual receipt of the employee's written vacation request. Failure to respond within five working days is inappropriate but does not render the vacation request automatically approved. 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.

f. 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.

g. 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.

h. Vacation Usage.

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 20  
**Date:** May 9, 2014  
**MOU Article:** 3(B)(10)  
**Subject:** Court Appearances  
**Proposal:**



The City proposes that the Parties amend Article 3(B)(10) to clarify a crime victim's right to appear in court to testify during work hours for incidents that occurred at work.

**MOU Language:**

**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.~~ However, an employee who witnesses or is the victim of a crime at work during work hours may testify under subpoena in a resulting criminal prosecution without loss of pay.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 21  
**Date:** May 9, 2014  
**MOU Article:** 3(C)  
**Subject:** Holidays

**Proposal:**

The City proposes that the Parties amend Article 3(C) to 1) reflect the Presidents' Day holiday and 2) add an additional floating holiday to replace the day before Christmas or New Years as a holiday.

**MOU Language:**

**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 following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King	Third Monday in January
<del>Washington Birthday</del>	
<u>Presidents' Day</u>	Third Monday in February
Memorial Day	Last Monday in May

2. In addition to the holidays listed in the preceding paragraph, each employee in Group I and II.A. shall be granted three (3) ~~two (2)~~ days which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. With the exception of the two hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.

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 the provisions of paragraph 2 above.

~~4. Each employee in Group 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 3(C)(1) above article 15, starting at 0000 hours and ending at 2400 hours.

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 22  
**Date:** May 9, 2014  
**MOU Article:** 3(D)(2)  
**Subject:** Safety Shoes

**Proposal:**

The City proposes that the Parties amend Article 3(D)(2) to 1) keep the safety standard language up-to-date and 2) better describe the proof of purchase for City reimbursement.

**MOU Language:**

4. 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 the current safety standard ANSI Z41-1999 (~~“American National Standard for Personal Protection—Protective Footwear”~~<sup>2</sup>). 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 a receipt ~~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.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 23  
**Date:** May 9, 2014  
**MOU Article:** 3(D)(3)  
**Subject:** Certifications

**Proposal:**

The City proposes that the Parties identify the updated Attachment “E” described in Article 3(D)(3) in a “clean-up” committee.

**MOU Language:**

None.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 24

**Date:** May 9, 2014

**MOU Article:** 3(D)(4)

**Subject:** Uniforms

**Proposal:**

The City proposes that the Parties amend Article 3(D)(4) to clarify the uniform allowance via the same "clean-up" committee process that the Parties have agreed to use to amend Article 3(D)(6) of the full-time employee MOU. The City's preferred language is below.

**MOU Language:**

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~~ The City may require employee to wear uniforms. The City will provide the uniforms and shall determine their color, style, insignia and kind of materials used in such uniforms. The City 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 input. ~~opinions before arriving at his/her decision with respect to the nature of the uniforms.~~ The City department head shall determine ~~recommend to the City Manager~~ the frequency with which such uniforms shall be replaced.

The City shall provide coveralls or pants, shirts and jackets to employees assigned field duties in the Parks Division of the Public Works Department. ~~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 receive ~~be provided~~ coveralls.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**



**Proposals Number:** 25  
**Date:** May 9, 2014  
**MOU Article:** 4(B)(1)  
**Subject:** Hours of Work

**Proposal:**

The City proposes that the Parties amend Article 4(B)(1) to link the negotiated work week with the FLSA work period.

**MOU Language:**

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

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

~~The 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.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 26  
**Date:** May 9, 2014  
**MOU Article:** 4(C)

**Subject:** Safety Committee

**Proposal:**

The City proposes that the Parties amend Article 4(C) to update the language to reflect the parties' actual practices.

**MOU Language:**

**C. SAFETY COMMITTEE**

The City agrees to establish a city-wide safety committee which will include membership from Local ~~1021 790~~, as well as other bargaining units and management. The committee will periodically meet on matters of mutual concern ~~on at least a quarterly basis~~. The purpose of the committee will be to entertain, discuss, and make recommendations on matters of concern regarding all aspects of safety in the workplace. Recommendations from this committee shall be made to the City Manager. This committee does not preclude operating departments from having departmental safety committees. The committee's meetings are not "negotiations" under the MMBA.

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

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

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 27

**Date:** May 9, 2014

**MOU Article:** 4(D)

**Subject:** Meetings with Supervisors

**Proposal:**

The City proposes that the Parties amend Article 4(D) to correct errors in the language which are inconsistent with law.

**MOU Language:**

**D. MEETINGS WITH SUPERVISORS**

When an employee is ~~required~~ requested to attend a meeting with one or more supervisors ~~supervisory personnel~~ which may result in discipline, the employee's "Weingarten Rights" (see attachment) shall be honored, ~~and he/she~~ The employee shall have the right to have at least one up to two employee Union ~~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.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 28  
**Date:** May 9, 2014  
**MOU Article:** 7(A) and 7(E)  
**Subject:** Term of Agreement

**Proposal:**

The City proposes that the Parties amend Articles 7(A) and 7(E) to provide a three year term ending on March 30, 2016.

**MOU Language:**

**A. TERM OF AGREEMENT**

This Memorandum of Understanding shall be in full force for ~~four~~ three years commencing July 1, ~~2013~~ 2006 and ending ~~June~~ March

30, 2016 2010. Negotiations for a successor agreement will commence no later than April 1, 2010.

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 29  
**Date:** May 9, 2014  
**MOU Article:** 7(D)  
**Subject:** Continuation of Benefits

**Proposal:**

The City proposes that the Parties' "clean-up" committee delete Article 7(D) because it merely restates well settled law.

**MOU Language:**

~~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.~~

**City of Richmond and SEIU Local 1021**

**2014 Labor Negotiations**

**Part-Time Employees' Bargaining Unit**

**Proposals Number:** 30 – Version 2  
**Date:** July 6, 2015  
**MOU Article:** Article 1(C)

**Subject:** Recognition

**Proposal:**

The City proposes to Amend Section 1(C) to remove annual working hour and employment duration restrictions from Group III employees in the following classifications to extend up to 999 hours per fiscal year: Auditorium Aide, Cashier, Lifeguard, Senior Lifeguard, Recreation Program Leader, Recreation Program Aide, Recreation Program Specialist, and Office Aide. Employing these persons up to 999 hours will create greater stability in the City's workforce and prevent employees from premature layoff and replacement by other employees. The City shall not terminate or change the group status of current employees in Group IIA and/or Group IIB for the purposes of rehiring or reclassifying them into Group III. However, when the City terminates a Group IIA or Group IIB employee after the employee works his or her maximum allowable hours for the employee's group and/or the employee's temporary project is completed, the City may subsequently rehire the employee into any temporary position in any group for which the employee is the best candidate. The City shall not reduce the hours of Group III employees to prevent them from being entitled to any legally required benefits. This language shall only apply to the specific positions listed above.

**MOU Language:**

"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); "Group II 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~~ employees who work up to 999 hours per fiscal year).