

**CITY OF SAN RAMON**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1021**



**MEMORANDUM OF UNDERSTANDING**

**July 1, 2018 to June 30, 2022**

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## **DEFINITIONS**

### **Regular Full-Time Employee**

Regular Full-Time Employee shall mean a person employed by the City in a full-time capacity, who has successfully completed a probationary period, and has been retained according to the provisions of the Personnel Rules and Regulations.

### **Regular Part-Time Employee**

Regular Part-Time Employee shall mean a person employed in a regularly budgeted class or position to which a regular employee may be appointed, and whose normal work schedule is less than the standard hours of work, but at least 20 hours per workweek.

### **Newly Hired Employee**

Newly Hired Employee shall mean a person who has not completed a probationary period in any position within the organization or a person who has previously completed a probationary period, but has had more than a three month break in service from the City.

### **Probationary Employee**

Probationary Employee shall mean an employee working a test period during which he or she is required to demonstrate his or her fitness to perform the duties of the class or position to which he or she is appointed by actual performance of those duties.

### **Immediate Family**

Immediate Family of an employee shall include his or her spouse and the following relatives: children of either spouse, step-children, parent of employee or spouse, brother or sister, half-brother or half-sister, either grandparent and grandchildren.

### **Appointing Authority**

Appointing Authority shall mean the City Manager or his/her designee.

### **Temporary Employee**

Temporary Employee shall mean any person appointed to a temporary position or temporarily appointed to a permanent position. Temporary position means an authorized position budgeted or established for a designated period of time on an hourly, daily, weekly, or seasonal basis. A temporary employee shall not work more than 999 hours per fiscal year, including overtime work. Temporary employees are not covered by the terms and conditions set forth in this Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN RAMON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

This Memorandum is entered into pursuant to the provisions of Section 3500, et. seq., of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreements on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned parties and shall remain in full force and effect from July 1, 2018, to June 30, 2022.

**Section 1 RECOGNITION**

1.1 Union Recognition

The City of San Ramon hereby recognizes Service Employees International Union, Local 1021, as the exclusively recognized representative of the Maintenance Assistant, Maintenance Technician I, Maintenance Technician II, Maintenance Specialist, and Maintenance Coordinator classifications, excluding all employees in the following categories: temporary; managerial; supervisory; and confidential.

1.2 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of San Ramon, hereinafter referred to as the "City" in employer-employee relations.

**Section 2 NO DISCRIMINATION**

Discrimination or harassment based on an individual's protected classification is prohibited. "Protected Classification" includes age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined by law.

The City and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights under the Meyers Miliias Brown Act.

**Section 3      UNION SECURITY**

3.1      Maintenance of Membership

Those employees electing Union membership shall complete a union membership form and submit to SEIU Local 1021 for processing. Those employees electing union membership shall pay the usual and customary monthly dues and assessments as established by the Union.

3.2      Hold Harmless

The Union shall indemnify and hold the City harmless against any liability arising from any and all claims, demands, or suits, or any other actions relating to the City’s compliance with Section 3, including claims relating to the Union’s use of monies collected under this agreement, except where such claims are related solely to the alleged negligence of the City in erroneously deducting an amount of money in the absence of fault by the Union.

3.3      Dues Deduction

Bargaining unit members may authorize dues deductions by completing and submitting the authorization form to SEIU Local 1021. For each bargaining unit member who submits such authorization form, the City shall deduct on a bi-weekly basis from each member’s wages the amount of Union dues specified by the Union. Dues deducted by the City will be forwarded to the Union within fifteen (15) days of the date the deduction was made. Remittance of dues shall be accompanied by a list containing name, classification, and amount of money deducted from each employee.

3.4      New Employee Orientation and Disclosure of Employee Contact Information

See Appendix A – Side Letter Agreement Regarding New Employee Orientation Access and Disclosure of Employee Contact Information

**Section 4      UNION RIGHTS**

4.1      Visitation Rights

Union Officials and representatives shall be granted access to the work locations for the purpose of performing their duties pursuant to this agreement. Such officials and representatives shall not enter any work location without prior approval of the Department Head, City Manager, or his/her designee. Access shall be restricted so as not to interfere with normal operations of the department or with established safety or security requirements.

#### 4.2 Negotiating Team

The City shall allow three (3) members of the Union bargaining team reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Team members shall not leave a work site to attend such meetings without approval of the Department Head or his/her designee. Meetings shall be scheduled by mutual agreement between the City and the Union Representatives.

#### 4.3 Bulletin Boards

The City shall provide reasonable space on a bulletin board at the central work site for the purpose of posting Union literature. Postings shall be dated, and shall identify SEIU Local 1021 sponsoring the posting. All postings shall be removed by Local 1021 in a timely manner. Postings shall not contain slanderous or libelous material.

#### 4.4 Meeting Space

Upon request by the Union and subject to availability and with reasonable notice to the City, the City shall make available conference rooms at the Service Center for the purpose of holding Union meetings.

#### 4.5 Stewards/Officers

Employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are considered. Such employee representatives shall submit written or oral requests for excused absences to the Public Works Director or his/her designee at least two (2) calendar days in advance of the scheduled meeting unless the representative is provided with less than two (2) calendar days notice. In such case, the representative shall provide notice as soon as is possible prior to the meeting. No more than two (2) employees shall be excused during the same time period. The Union shall submit a list of officers and stewards of the Union to the Public Works Director, City Manager, and Human Resources and shall notify the same persons in writing of any changes in Union officers and/or stewards. The list shall indicate the designated representative for purposes of official contact by the City.

#### 4.6 Right to Representation

An employee, upon the employee's request, shall be entitled to have one (1) employee Union steward and the Union Field Representative present during any meeting which is disciplinary or a meeting which the employee reasonably believes may result in disciplinary action. The parties agree to cooperate in the scheduling of meetings to ensure the attendance of a steward and Union representative.

#### 4.7 Personnel Files

There shall be one (1) official personnel file. An employee shall be permitted to review his/her personnel file provided the employee makes a request twenty-four (24) hours prior to the time the employee wishes to review the file. A representative of Human Resources shall be present during the review of the file. A Union representative, with written permission from the employee and twenty-four (24) hours notice to the City, shall be permitted to review the employee's personnel file. An employee shall be entitled to receive copies of any material in his/her personnel file or any material that will be submitted to the personnel file. Written reprimands more than three years from the date of issuance shall not be considered for future disciplinary actions.

#### 4.8 Notice

The Union shall be provided copies of all notices to employees related to discipline which results in a loss of pay. Notice will be provided to the Union unless the employee indicates to the City in writing that he/she does not want the Union to receive such notice.

### **Section 5 CITY RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

It is agreed that the following rights shall remain solely a function of management except as may be limited by this agreement and/or by applicable state and federal law:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- c. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
- d. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- e. Direct employees, including scheduling and assigning work, work hours, and overtime.
- f. Establish employee performance standards and require compliance therewith.
- g. Discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.

- h. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- i. Implement rules, regulations, and directives consistent with law and the specific provisions of this Memorandum of Understanding.
- j. Take all necessary actions to protect the public and carry out its mission in emergencies.

To the extent that management's exercise of these rights enumerated above impacts the employees' terms and conditions of employment, the City is not relieved of its obligation to meet and confer with the Union and its bargaining group on these impacts as required by law.

## **Section 6 PROBATIONARY PERIOD**

### **6.1 Probationary Period**

All new appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment to a regular full-time or regular part-time position. The probationary period shall be for a twelve (12) month period of actual service. The probationary period for a promotion shall be six (6) months. The City Manager, upon written request of the Department Head, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of eighteen (18) months in the case of a new appointment and twelve (12) months in the case of a promotion. The City shall notify the Union when an extension of the probationary period is granted by the City Manager.

### **6.2 Employee Performance Report**

Each probationary employee shall have his/her performance evaluated at the sixth (6<sup>th</sup>) month period and at the twelve (12) month period or at more frequent intervals when deemed necessary by the appointing authority if an employee is not meeting standards. Such evaluations shall be reported in writing and in a form approved by the City Manager.

### **6.3 Dismissal of Newly Hired Employees**

During the probationary period, a newly hired employee may be suspended, demoted, or dismissed at any time by the appointing authority without the right of appeal. Notification of dismissal in writing shall be served on the newly hired employee and a copy filed with Human Resources.

### **6.4 Demotion of Promoted Employees**

An employee who is promoted to a new position in a higher classification may be demoted to his/her previous position at any time during the probationary period without recourse to right of appeal. Upon such demotion, the employee shall be returned to the position which

he/she held prior to the promotion and shall be placed at the salary level held prior to the promotion.

## **Section 7      COMPENSATION**

### **7.1      Merit System**

In order to properly compensate an employee, adjustments in salary shall be based on a merit system. Adjustments shall not be automatic, but shall depend upon performance evaluation. All merit adjustments are recommended by the Department Head and approved by the City Manager.

Each year during the term of this agreement, the City will provide training to supervisors who conduct performance evaluations. The training shall include a review of the requirements for conducting a fair and objective evaluation.

If an employee who receives a performance rating they dispute, the employee may request a meeting with the Department Head within fifteen (15) working days to discuss his/her concerns. An employee with a “does not meet standards” may request a meeting with the City Manager as a final step. The employee may provide a written response that will be attached to the evaluation and placed in the employee’s personnel file. The employee has a right to representation and to present any evidence at any meetings described above.

### **7.2      Salary and Wage Plan**

The City Manager shall administer the Compensation Plan for employees.

- a. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired.
- b. New employees who are hired shall be placed on the salary scale. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired. No employee shall be hired at or promoted to a level below the salary range minimum.
- c. Effective dates for the purpose of performance review and merit adjustments will be on the anniversary of the date of hire or, if applicable, the anniversary dates of the most recent promotion or reclassification.
- d. Employees will be evaluated for performance-based merit adjustments thirty (30) days prior to their anniversary date.

### **7.3      Salary Adjustments**

Adjustments in salary shall be based upon employee performance as determined by the performance evaluation. It is the duty of the supervisor and Department Head to give a fair and unbiased evaluation based on job performance of the employee. Salary increases shall be effective on the anniversary of the date of hire or, if applicable, the anniversary

date of the most recent promotion.

a. Adjustments in salary shall be determined as follows:

Retroactive to July 1, 2018, salary ranges (top and bottom) shall be adjusted based on the results of the May 2018 total compensation salary survey to bring the top of the range to the 75% percentile of the City's comparator agencies' total compensation. The minimum adjustment shall be no less than 4% (four percent) in consideration for the employee's additional contribution to CalPERS and the permanent elimination of the non-recurring salary payments.

Effective July 1, 2019, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2018 through June 2019 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The minimum adjustment shall be no less than 1% (one percent), in consideration for the employee's additional contribution to CalPERS, and no greater than 3.5% (three and one-half percent).

Effective July 1, 2020, salary ranges (top and bottom) shall be adjusted based on the results of a May 2020 total compensation salary survey to bring the top of the ranges to the 75% percentile of the City's comparator agencies, taking into consideration total compensation. The minimum adjustment shall be no less than 2% (two percent), in consideration for the employee's additional contribution to CalPERS and the permanent elimination of the non-recurring salary payments, and no greater than 4% (four percent).

Effective July 1, 2021, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2020 through June 2021 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The maximum adjustment shall be no greater than 3.5% (three and one-half percent).

b. Employee Increases

1. Employees who receive a "Does Not Meet Standards" (less than 3.00 score) evaluation are ineligible for any adjustment, except for the one percent (1%) adjustments outlined in Section 7.3 (d-f) below.
2. For the period of July 1, 2018 through June 30, 2022, employees who receive a "Meets Standards" or higher evaluation shall receive an increase in pay based on their rating as follows:

Exemplary	Score of 4.50 to 5.00	6.0%	& 1 discretionary day
Exceeds Standard	Score of 4.00 to 4.49	5.0%	
Meets Standard	Score of 3.50 to 3.99	4.0%	
	Score of 3.00 to 3.49	3.0%	

3. In no event shall any salary adjustment result in an employee earning salary in excess of the top of the range of his or her classification.
4. Effective with the start of the first pay period on or after July 1, 2018, the City will advance one percent (1%) of the employee's merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer's pension contribution rate, in accordance with MOU section 15. Upon an employee's anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2018.
5. Effective with the start of the first pay period on or after July 1, 2019, the City will advance one percent (1%) of the employee's merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer's pension contribution rate, in accordance with MOU section 15. Upon an employee's anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2019.
6. Effective with the start of the first pay period on or after July 1, 2020, the City will advance one percent (1%) of the employee's merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer's pension contribution rate, in accordance with MOU section 15. Upon an employee's anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2020.

#### 7.4 Total Compensation Salary Survey

The City and SEIU hereby agree that the salary survey used to determine the July 1, 2020 salary adjustment set forth in Section 7.3 of this MOU will be based on total compensation information available to, and known by, the City as of May 30, 2020 (hereafter "survey data") for the period of July 1, 2020.

For the purposes of this section, "total compensation" shall be defined as: top step salary for the classification surveyed, including any known salary increases July 1, 2020, as of the survey date (agency increases that are not guaranteed due to the fact the rate is undetermined are not included); cell phone/car allowance; uniform allowance; the maximum city costs for medical, dental, life, LTD/STD, vision; and any city contributions to employee accounts (e.g. deferred compensation, medical savings accounts).

The survey will evaluate the classification of Maintenance Technician II. Any increase will be applied equally to all classifications within the unit.

#### 7.5 Salary Following Promotion

- a. When an employee is promoted to a position allocated to a classification with a higher salary range, such employee shall be placed in the new salary range five percent (5%) above the previous salary level.
- b. Upon recommendation of the Department Director, the City Manager may approve assignment to any other salary within the higher salary range.
- c. Assignment shall not be made outside the salary range.
- d. A performance evaluation shall be completed prior to the completion of a six (6) month probationary period in the promoted classification to determine regular status.
- e. The employee's annual performance review schedule shall change to the effective date of the promotion.

#### 7.6 Salary Following Demotion

- a. In the case of the demotion of an employee, such employee shall be moved to the employee's salary prior to the promotion.
- b. The employee's annual performance review schedule shall be maintained and there shall be no additional probationary period.

#### 7.7 Salary Following Transfer

In the case of the transfer of an employee from one position to another in the same classification or to another classification to which the same salary range is applicable, the employee shall remain at the same pay level and shall retain the same annual performance review schedule. There shall be no additional probationary period.

#### 7.8 Revision of Salary Ranges

When a salary range for a given classification is revised as a result of the collective bargaining process, those employees holding positions in affected classifications shall not have a salary which falls below the range assigned for the classification.

#### 7.9 Salary on Reclassification of Positions

If an employee is reclassified, the employee shall be placed in the salary range of the new classification at the same amount as the employee's salary prior to the reclassification plus a 3.5% increase in salary. The employee's annual performance review date shall change to the effective date of the reclassification. There shall be no additional probationary period.

7.10 Salary for Work Performed in a Higher Classification – Temporary Upgrade and Special Assignment Pay

a. Temporary Upgrade Pay

On occasion an employee may be temporarily required to perform duties of another classification with a higher salary range due to illness, vacation, leave of absence, etc. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days, without regard to the calendar week).

Adjusted compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Each case will be evaluated on an individual basis and recommendation for compensation for work in a higher classification will be made by the Department Head and approved by the City Manager. Such approval should be made in advance whenever possible.

Temporary Upgrade Pay will be limited to 960 hours a fiscal year for assignments in vacant positions qualifying for temporary upgrade pay. Temporary Upgrade Pay is reportable to CalPERS, as defined by CCR 571(a)(3) for classic CalPERS members, to the extent allowed by law.

b. Special Assignment Pay

An employee who is temporarily assigned for a minimum of one (1) work week to perform significant additional duties outside the scope of the job specification of the employee's classification, in addition to the employee's regular job duties, will receive Special Assignment Pay at a rate of five percent (5%) above the employee's base salary.

Merit increases in salary that occur, as provided in Section 7, while an employee is assigned Special Assignment or Temporary Upgrade Pay shall be applied to the employee's base salary in their base classification. When an employee in a Special or Temporary Upgrade assignment is promoted, the salary increase shall be calculated from base salary from the position the employee is promoted from.

7.11 Shift Differential

An employee who is scheduled to work a shift in which the majority of the hours occur after nine (9) p.m. and before seven (7) a.m. shall receive an additional five percent (5%) shift differential for hours worked while assigned to that shift.

7.12 Designation of Beneficiary

When termination is caused by the death of the employee, pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with Human Resources. If the employee is married and designates a beneficiary other than the spouse for more than fifty percent (50%) of the benefits payable, the signature of the spouse also shall be required on the designation. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

7.13 Differential for Auto Mechanic, Signal Technician, Electrician

Employees in the Maintenance Specialist Classification who work as Signal Technicians, Auto Mechanics and Electricians shall receive an additional five percent (5%) differential.

7.14 Commercial Driver's License

All employees required and/or are a part of the Commercial Driver's License (CDL) pool to hold and maintain a CDL shall be reimbursed for all cost(s) of licensing including the cost of endorsements. Employees required and/or are part of a CDL pool to hold and maintain a CDL, shall be provided paid time (including travel time) to take all tests related to maintaining a CDL.

In addition to those employees required to maintain a CDL an additional four (4) employees shall be allowed to participate in the CDL pool and as such be subject to this section. If the pool is filled, those further interested shall be placed on a waitlist and granted access to the pool as spots become available.

**Section 8 HOURS OF WORK AND OVERTIME COMPENSATION**

8.1 Hours Worked

The regular work hours for unit employees shall be five (5) consecutive shifts of seven and one-half (7.5) work hours in a seven (7) day work period for a total of thirty-seven and one-half (37.5) hours. Each shift shall be seven and one half (7.5) consecutive hours.

Employees on Alternative Work Schedules will work schedules as outlined in Section 8.2.

8.2 Alternate Work Week

Alternate work schedules are in place to accommodate the needs of the department. Work schedules may include the following:

Four (4) consecutive days of nine and one-third (9.37) hours of work per day over a seven (7) day pay period totaling thirty-seven and one half (37.5) hours. The seven days will include four (4) consecutive shifts and three (3) consecutive days off. Each shift shall be nine and one-third (9.37) consecutive hours.

Eight (8) shifts of eight and one half (8.5) hours and one (1) shift of seven (7) hours over a fourteen (14) day period totaling seventy-five (75) hours. The nine (9) days will include five (5) consecutive days in one (1) week and four (4) consecutive days in the other.

Management will give sixty (60) day notice of any changes to employees working a seasonal schedule. Shorter notice may be provided in case of the need to fill in for unforeseen staff absences, or in case of emergencies requiring temporary staffing changes.

### 8.3 Rest Periods

All work shifts shall include a thirty (30) minute unpaid duty free meal period. In addition, work hours shall include one fifteen (15) minute paid rest period for each four (4) hours worked. Unless circumstances require, an employee shall be entitled to an uninterrupted rest period.

### 8.4 Work Week

The workweek for employees as defined by the Fair Labor Standards Act is a regular recurring period of 168 hours in the form of seven consecutive 24 hour periods. The workweek is not necessarily the same as the calendar week. The typical workweek for all City of San Ramon employees represented by SEIU, Local 1021, begins at 12:00 a.m. Monday and ends at 11:59 p.m. Sunday, except that the work week for employees on an Alternative Work Scheduled may be modified based on individual schedules to accommodate thirty-seven and one half (37.5) hours in a seven (7) day work period.

### 8.5 Overtime Policy

It is the policy of the City to avoid the necessity for overtime work. When overtime work is necessary, such overtime shall be authorized in advance by the Department Head or his/her designated representative, but shall be kept at a minimum.

Overtime work for employees, except as otherwise provided, shall be defined as any time worked beyond 37.5 hours in any work week.

### 8.6 Overtime Compensation and Computation Policy

Employees working in excess of a normal thirty-seven and one-half (37.5) hour work week may be paid at an hourly rate of one and one half (1.5) times the regular hourly rate (1/75th of the employee's biweekly pay).

In case of less than thirty-seven and one-half (37.5) hours worked in a workweek, due to vacation, holidays, sick leave, or other paid or unpaid leave, employees who work approved additional hours shall be paid overtime compensation for those hours paid in excess of

seven and one-half (7.5) hours per workday (or their regularly scheduled workday, whichever is longer) and thirty-seven and one-half (37.5) hours in a workweek. Such overtime shall be paid at an hourly rate of one and one half (1.5) times the regular hourly rate, except the rate for overtime paid under this paragraph (contractual overtime) will not include monies received for medical opt-out payments.

As an alternative to receiving cash, employees may choose to be compensated for overtime work through compensatory time-off (comp time) at the rate of one and half (1.5) hours comp time per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or compensatory time credit shall be made at the end of the pay period in which the overtime is worked. There is no provision for converting compensatory time to overtime pay except at termination. Compensatory time may be accrued up to a maximum of 240 hours per employee.

If an employee has any unused accrued comp time at termination, the employee will be paid for such unused comp time at his/her regular rate of compensation at termination.

#### 8.7 Overtime - Conditions of Civil Disaster or Local Peril

In case of civil disaster, state of extreme emergency or local peril, the procedure for payment of overtime may be suspended temporarily by the City Manager for the period of the emergency. During such period, the City Manager shall determine the compensation procedure. However, such procedure shall not change the rate of overtime compensation.

#### 8.8 Pay Periods

Payday shall be every other Friday (bi-weekly) for the (2) two-week period ending two (2) Sundays prior to the payday.

### **Section 9 STANDBY AND CALLBACK PAY**

#### 9.1 Standby Status and Standby Pay

When it is necessary to require an employee to leave work where he/she can be reached for emergency call out or other services during a specified period of time, other than scheduled hours of work, such employee shall be considered on standby status. The following provisions apply to standby status:

Compensation:

- a. An employee on stand-by status shall be paid at the rate of fifteen percent (15%) of the employee's straight time rate of pay for all hours spent on standby.
- b. If an employee is called out for an emergency while on standby status, he/she will be compensated for a minimum of two (2) hours work at one and one half (1.5) times the regular hourly pay rate. Any time worked in addition to the two-hour minimum will be compensated at one and one half (1.5) times the normal hourly rate for each additional hour or fraction thereof. The fifteen percent (15%) standby

pay will stop from the time the employee is called out to the time the employee returns to standby status. Work time shall commence from the time the employee is called to work until the time the employee returns home.

- c. Employees called back to work after midnight may elect to arrive at work that same day an amount of time past the normal starting time equivalent to the time worked past midnight. If an employee elects to exercise this privilege, he/she must notify the supervisor in advance of the normally scheduled workday or within one half hour (30 minutes) of normal start time. If it is deemed to be detrimental to the operation of the City to grant this time off, the supervisor may deny the request. Employees who use this option will be paid the regular hourly rate for hours actually worked that day.

## 9.2 Call Out Procedure

Employees may be called out during other than normal work hours to perform necessary work. In the event that an employee is called back to work before or after normal working hours, he/she will be compensated for a minimum of two (2) hours work at one and half (1.5) times his/her normal rate of pay. Any time worked in addition to the minimum two (2) hours will be compensated at one and half (1.5) times the normal hourly rate of pay for each additional hour or fraction thereof. Work time shall commence from the time the employee is called to work until the time the employee returns home.

## **Section 10 HOLIDAYS**

### 10.1 Holidays

The following holidays are recognized as regular holidays for pay purposes. Regular part-time employees who work a minimum of twenty (20) hours per week on a continuous basis are entitled to receive holiday pay at their straight time rate in an amount proportionate to the ratio of scheduled hours of work per week as approved in the fiscal year budget. Regular and probationary full-time employees shall have the following days off with pay:

- \* New Year's Day
- \* Martin Luther King Jr. Day
- \* President's Day
- \* Memorial Day
- \* Independence Day
- \* Labor Day
- \* Veteran's Day
- \* Thanksgiving Day
- \* Day After Thanksgiving
- \* Christmas Day
- \* One-half Day (afternoon)  
on either Christmas Eve or New Year's Eve
- \* Two discretionary holidays

Discretionary holidays are granted on a calendar year basis and must be used during that year. Discretionary days may be scheduled with twenty-four (24) hours' notice to the supervisor or Department Head. Approval of the Department Head is required prior to taking a discretionary day off. There is no provision for accrual beyond the calendar year, and employees shall not be paid for unused discretionary holidays at the time of separation from the City service.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

An employee who wishes to be excused from work in observance of a religious holiday (not listed as a "Regular Holiday for Pay Purposes") shall request approval of such absence from the employee's Department Head. If approved, such time off shall be charged against the employee's accumulated compensatory time, discretionary holidays, or vacation leave.

#### 10.2 Employee Eligible for Holiday Pay

Employees who are on pay status both the work day before and the work day after a holiday shall be entitled to receive time off with pay at their straight time rate for the holidays listed above. All employees receive seven and one-half (7.5) hours of holiday pay. If the employee works a schedule with more than seven and one-half (7.5) hours in a workday, the employee must use accumulated vacation or compensatory time to provide the difference between seven and one-half (7.5) hours and the employee's normal work day.

#### 10.3 Employees Required to Work on Holiday

Any employee eligible for holiday pay who is required to work on a day designated as a holiday under the provision of this Memorandum of Understanding, or on such other day as authorized by the City, shall receive holiday pay in accordance with Section 10.2 above.

In addition, the employees shall be paid for all hours worked on said holiday at the rate of one and one-half (1.5) times the regular hourly rate of pay.

When a day designated as a holiday under the provisions of this Memorandum of Understanding or such other day as authorized by the City falls on a normally assigned day off of an employee who is eligible for holiday benefits, said employee shall receive holiday pay in accordance with Section 10.2. In lieu of cash for said holiday, employee may choose to receive seven and one-half (7.5) hours of compensatory time.

### **Section 11 VACATION**

#### 11.1 Eligibility

Regular full-time and regular part-time employees having completed six (6) months of continuous service shall be eligible for paid vacation at their current rate of pay. A Department Head may grant an employee with less than six (6) months of service paid vacation, but it shall not exceed the amount of vacation time the employee has actually accrued.

#### 11.2 Vacation Accrual

All vacation accruals are calculated based on a 7.5 hour working day. Each regular full time and probationary employee shall accrue vacation at the following rate for continuous service performed as follows:

- a. 1st through 4th year of service

Twelve (12) working days vacation during each complete year of service.  
(1 day [7.5 hours] per month)

- b. Beginning the 5<sup>th</sup> year through 9<sup>th</sup> year of service

Fifteen (15) working days of vacation during each complete year of service.  
(1.25 days [9.375 hours] per month)

- c. Beginning the 10<sup>th</sup> year through 14<sup>th</sup> year of service

Twenty (20) working days vacation during each complete year of service.  
(1.66 days [12.45 hours] per month)

- d. Beginning the 15<sup>th</sup> year through the 19<sup>th</sup> year of service

Twenty-two (22) working days vacation during each complete year of service.  
(1.83 days [13.725 hours] per month)

- e. Beginning July 1, 2018, or upon ratification of the contract, whichever occurs later, employees who begin their 20<sup>th</sup> year of service will begin to accrue at the following rate:

Twenty-five (25) working days vacation during each complete year of services.  
(2.083 days [15.625 hours] per month)

Regular part-time and probationary part-time employees shall accrue vacation in an amount proportionate to the ratio of scheduled hours of work per week to the standard work week but in no case shall the number of days of vacation accrued per year exceed those days allowed by the appropriate subsection above. Employees must be in a paid status to accrue vacation leave. Temporary employees are not eligible to accrue vacation leave. Vacation shall begin accrual with the date of employment and shall accrue bi-weekly for each employee based on his or her date of employment.

### 11.3 Use of Vacation

Vacation shall be scheduled as far in advance as possible with the employee's supervisor or Department Head. An employee shall submit a request to their supervisor or Department Head. Approval by the Department Head or his/her designee is required prior to taking vacation time off. The Department Head or his/her designee shall respond to the employee within seven (7) calendar days after submission of the request. Vacation leave shall not be used beyond the time accrued.

### 11.4 Maximum Accumulation

Employees shall be allowed to accumulate vacation up to but no more than twenty-four (24) working days or two (2) times their annual accrual, whichever is greater. Upon approval by the City Manager, an employee may be allowed to continue to accrue vacation beyond the maximum accumulation, should the employee's vacation request be denied due

to an emergency (natural disaster, etc.) which is beyond the employee's control. An employee allowed to continue to accrue vacation beyond the maximum accumulation will be given a specific time period by the City Manager to use vacation to reduce his/her accumulation to the allowable amount or the amount over the maximum accumulation will be forfeited.

#### 11.5 Vacation at Termination

A regular full-time or regular part-time or new hire probationary employee whose employment with the City terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for the employee at the time of termination.

When an employee retires from City services, he/she may extend his/her last day worked by using an amount of vacation leave equal to his/her annual accrual prior to his/her CalPERS retirement date, if desired. For example, an employee with ~~more than~~ 15 years of City Service upon retirement may use up to 165 hours of vacation prior to their last day worked.

#### 11.6 Holidays Falling During Vacation

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation.

### **Section 12 SICK LEAVE**

#### 12.1 Statement of Policy

Paid sick leave is an employee benefit of time off granted to an employee in cases of personal illness or accident, medical or dental treatment, or as authorized in Section 12.6 of this Section. The employee shall make notification by contacting the designated voicemail box prior to or within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her Maintenance Supervisor or Department Head. The voice mail message shall explain why the employee is unable to report to work and an approximate date of return.

Any employee who is absent from work due to sick leave shall not engage in any activity or work which would inhibit his/her ability to return to work at the earliest possible time.

Employees may not use sick leave unless they are truly sick or they have another lawful reason for using sick leave. Excessive intermittent use of sick leave is defined as a frequent pattern of one or two days after the work week begins or before it ends. Use of sick leave for valid reasons shall not be considered abuse.

If the City suspects that an employee has excessive intermittent or other inappropriate use of sick leave, the immediate supervisor will notify the employee in writing that the City

suspects abuse. The notice will also invite the employee to explain, rebut or refute the abuse claim. If the City determines that the employee engaged in inappropriate use of sick leave, the immediate supervisor shall give the employee a written notice which shall describe what actions it expects the employee to take to correct the problem.

The supervisor's written notice may require the employee to provide a written statement from a healthcare practitioner justifying each day of sick leave for a period not to exceed six months. At the end of this sick leave probation, the immediate supervisor shall review the employee's use of sick leave with the employee. The supervisor shall end the sick leave probation if the employee fulfilled the expectations described in the written notice. The supervisor may extend the sick leave probation and/or take disciplinary action if the employee failed to fulfill the expectations described in the written notice.

## 12.2 Accrual

Sick leave shall be accrued at the rate of seven and one-half (7.5) hours per calendar month for each month that a regular full-time and probationary employee has worked. Regular and probationary part-time employees shall accrue sick leave in an amount proportionate to the ratio of scheduled hours of work per week to the standard workweek.

## 12.3 Accumulation

Accrued sick leave may be accumulated without limit for use purposes.

## 12.4 Use

Sick leave may be used by the employee for purposes contained in this Article. As stated in Section 12.1 of this Article, a written health care practitioner's statement may be required before approval of sick leave pay. In the event of continued, regular absence requested as sick leave, an employee may be further counseled by the Department Head and required to see the City's physician at no cost to the employee. Pay for approved sick leave shall be authorized until the employee's accumulated total sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave.

An employee shall be granted time off chargeable to sick leave for a visit to a health care practitioner or dentist or to accompany a spouse or dependent to a health care practitioner or dentist.

An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of sick leave hours for which pay is received.

Sick leave will not be granted for any of the following causes:

- a. Disability arising from any sickness or injury purposely self-inflicted or caused by employee's own willful misconduct.
- b. Disability arising from any sickness and injury related to employment other than with the City of San Ramon.

Abuse of sick leave, i.e., used for unauthorized purposes, may result in disciplinary action.

#### 12.5 Depletion of Sick Leave

In the event of an employee's continued illness after depletion of his/her sick leave, such absence may, with the approval of the Department Head, be charged to vacation time accrued. Upon depletion of leave benefits, a medical leave without pay shall be governed by the conditions contained in Section 13 of this Memorandum of Understanding.

#### 12.6 Leave Chargeable to Sick Leave

An employee may be granted time off with pay for the following:

- a. Absence due to the illness or injury of a member of the employee's immediate family.
- b. Absence beyond three (3) days, or five (5) days if outside the state, due to the death of a member of the employee's immediate family.
- c. Birth of child to employee's spouse - while spouse is hospitalized.

Such time off shall be considered as sick leave and shall be charged against the accumulated sick leave of the employee.

#### 12.7 Sick Leave Conversion

##### a. Annual Conversion

In October of 2018, employees may elect to convert thirty-seven and one-half (37.5) hours of accrued sick leave at their base hourly rate to their 457 Deferred Compensation Plan. In order to be eligible, the employee must retain a sick leave balance of 150 hours after the conversion. The conversion to sick leave will occur the first pay day in December 2018. There is no cash out option in 2018.

Also in October of 2018, and annually thereafter, regular full-time and regular part-time employees will be given the opportunity to elect if they want to convert a portion of unused sick leave at the end of the following calendar year. Employees will have the option to:

1. Convert up to seventy-five (75) hours of accrued sick leave to cash at a conversion ratio based on years of service. To be eligible, at time of payment, the employee must have a balance of two hundred and twenty-five (225) hours of sick leave after the cash out occurs;
2. Convert thirty-seven and one-half (37.5) hours of accrued sick leave at their base hourly rate to their 457 Deferred Compensation Plan. In order to be eligible, at time of conversion, the employee must have a sick leave balance of 150 hours after the conversion; or

3. Not participate in the conversion option.

Employees' elections are irrevocable. If an employee does not meet the minimum balance requirements at time of cash out/conversion, their election will be cancelled. Cash outs/conversions will occur the first pay check in December in the calendar year following election.

An employee's failure to provide an election form will be deemed as a waiver to participate in plan for the following year.

The conversion ratios are as follows:

<u>Service Requirement</u>	<u>Conversion Ratio</u>
Less than 5 years of uninterrupted service	25%
5 to 10 years of uninterrupted service	33%
More than 10 years of uninterrupted service	50%

Example: An employee with 8 years of service wants to convert 75 hour of sick leave. Based on his years of service, his conversion ratio is 33%. As a result, 75 hours of sick leave will be deducted from his sick leave bank, he will get paid out for 24.75 hours at his base hourly rate, and the remaining 50.25 hours will be forfeited.

b. Conversion at Retirement or Termination of Employment

Regular full-time and regular part-time employees will be granted the opportunity to convert unused sick leave for pay upon retirement, or at resignation or termination of employment in good standing.

Employees who wish to convert their unused sick leave for pay upon retirement, or at resignation or termination of employment in good standing, will be allowed to "cash in" all unused sick leave accrued.

Up to the time of the employee's final paycheck, all accrued sick leave may be converted to cash. The conversion ratios are as follows:

<u>Service Requirement</u>	<u>Conversion Ratio</u>
Between 1 and 5 years of uninterrupted service	25%
5 to 10 years of uninterrupted service	33%
More than 10 years of uninterrupted service	50%

At retirement, the percentage of leave not sold back will be reported to CalPERS for additional service credit.

As an alternative to the cash option identified above, employees who are retiring from the City may choose to convert one hundred percent (100%) of their unused sick leave to CalPERS service credit.

Payroll taxes for cash out or conversion option will be calculated in accordance with IRS rules.

#### 12.8 Workers' Compensation Disability Payments

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the employee shall be paid the difference between his/her full salary and the disability payments received. Accumulated sick leave shall be charged in proportion to the amount of his/her full salary paid by the City during such period of disability.

Payments for permanent disability awarded pursuant to a Worker's Compensation claim are to be retained by the employee, it being ruled by State Compensation Insurance Fund that such awards by the Commission are recompense for the permanent disability suffered by the employee.

#### 12.9 On The Job Injury

An employee injured in the course of employment must report the accident to his/her supervisor. The supervisor is responsible for submitting a statement signed by the employee and giving all details within twenty-four (24) hours of the accident.

When an employee is off work as the result of a valid on-the-job injury or illness sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate for up to but no longer than six (6) work weeks or until the time which the City of San Ramon's worker's compensation disability plan comes into effect, whichever date is earlier. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. Such pay shall be considered as on-the-job injury leave and shall not be charged to any other accrued leave.

After six (6) work weeks, the employee may choose to supplement payments from the Worker's Compensation Insurance Plan of the City with accumulated sick leave, vacation and/or compensatory time. In no case shall the total amount of payment made to the employee exceed the base salary for the position.

During the time that an employee is off work as the result of a valid on-the job injury, the employee will retain his/her normal anniversary date.

#### 12.10 Off The Job Injury

Any injury/illness occurring other than in the service of the City may be compensated for

through the provisions of the short-term/long-term disability insurance plan provided by the City.

### **Section 13 OTHER LEAVES OF ABSENCE**

#### **13.1 Personal Leave of Absence without Pay**

Upon recommendation of the Department Head, the City Manager may grant an employee a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interests of the City. No such leave shall be granted except upon written request on the authorization form, and the approval must be in writing. Requests should be made as far in advance as practical. Such leave shall not exceed four (4) calendar months duration. Loss of service credit will occur for the duration of the leave; no benefit credit will be accrued toward vacation or sick leave. Employee insurance benefits will remain in effect. Performance review will be deferred if necessary or may be rescheduled upon return to work.

#### **13.2 Family Care and Medical Leave**

Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this section may run concurrently with other leaves provided, as designated by the Human Resources Department. Additional information regarding available leave benefits is set forth in City's Family and Medical Leave Policy.

#### **13.3 Pregnancy Disability Leave of Absence**

Employees may be eligible for leave under the California Pregnancy Disability Leave Law (PDLL). The administration of any leave given under the PDLL shall be in accordance with the provisions of the PDLL. Leave provided under this provision may run concurrently with other leaves provided. Additional information regarding available leave benefits is set forth in the City's Family and Medical Leave Policy.

#### **13.4 Death in Immediate Family**

Employees shall be granted up to three (3) working days leave with pay by the Department Head in the event of death in the immediate family of the employee or the employee's spouse if death occurred within the state and up to five (5) days if death is outside of the state. ("Immediate family" is defined in "Definitions")

Additional time off in excess of three (3) or five (5) days may be taken by an employee with prior approval of his/her Department Head and the City Manager. Such additional time off is to be charged in the following order:

- a. Accumulated sick leave.

- b. Accumulated vacation leave.
- c. Accumulated compensatory time.
- d. Leave of absence without pay.

13.5 Military Leave of Absence

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Whenever possible, the employee involved shall notify his/her department of such leave requested at least ten (10) working days in advance of the beginning date of such leave. Upon termination of military leave, the employee, in accordance with applicable law, may return to his/her classification without loss of seniority or other benefits.

13.6 Military Reserve Training

Employees attending the two (2) week Camp Sessions held by branches of the military are paid the difference between their regular City base salary and military pay received. Employees should notify their Department Head as soon as their dates of training are known and submit a copy of their military orders. These sessions do not constitute breaks in employment, and benefits accrue as usual.

13.7 Subpoena

Employees who are subpoenaed to appear as witnesses on behalf of the Federal Government or any of its agencies, the State of California or any of its agencies, or the City of San Ramon or any of its agencies, shall be granted a leave of absence, upon presentation of the subpoena to the Department Head or his/her designee. Said employees shall receive full pay for such appearances, provided the employee remits to the City all fees as soon as received by the employee for such appearances.

Compensation for expenditures of the employee, for mileage or subsistence allowances, shall not be considered as a fee and shall be retained by the employee.

13.8 Jury Duty

Employees required to report for jury duty shall be granted leave for such purpose, upon presentation of jury notice to the Department Head or his/her designee. Said employees shall receive full pay for the time served on a jury, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

### 13.9 Medical Leave/Work Related

All employees are covered by Workers' Compensation as required by law. Employees shall be provided leave consistent with these laws.

### 13.10 Return from Leave

Upon expiration of leave, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

### 13.11 Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered as days, or portion of days, not worked in which the employee was scheduled to work. Unauthorized leave will be deducted from the employee's pay in an amount equivalent to the time absent. An unauthorized leave of absence will result in disciplinary action. Unauthorized leave of absence for more than three (3) days shall be cause for termination of employment.

## **Section 14 LAYOFFS**

### 14.1 City Council Action

The City Council shall determine which position(s) shall be eliminated within the organization. Human Resources shall determine and notify the employee(s) to be laid off as a result of the eliminated position(s).

### 14.2 Order of Layoffs

To determine which employee is to be laid off as a result of an eliminated position, Human Resources shall use the following procedure:

- a. Prepare a list of every employee in the affected classification.

(A classification is defined as a position or group of positions sufficiently similar in duties and responsibilities in which the same title, qualifications, test of fitness and salary range can be applied.)

- b. Determine which employee(s) within the classification will be laid off.

If there is only one (1) employee in the classification, that employee shall be given a layoff notice.

If there are two (2) or more employees within the same classification, Human Resources shall apply the following order in determining which employee shall be laid off:

First, temporary employees in the classification shall be laid off. The City Manager shall determine which temporary employee(s) shall be laid off.

Second, if there are no temporary employees in the classification, the following system shall be applied to all other employees.

1. Employees shall receive points based upon each annual Performance Evaluation rating based on the following system:

Does Not Meet Standards/Needs Improvement	0
Meets Standards/Satisfactory	1
Exceeds Standards/Excellent	2
Exemplary Performance Deserving of Special Recognition/Superior	3

2. Employees shall receive one (1) point for each year of City service (seniority). Service credited points shall be prorated for partial years of service.
3. The sum of (a) the annual Performance Evaluation ratings and (b) the years of service will be combined to determine the score of each employee.
4. Employees shall be laid off based upon their score, with the employee with the lowest scores being the first to be laid off.
5. If two or more employees have the same scores, employees shall be laid off in inverse order of their annual Performance Evaluation rating total.

If the above process still results in a tie, layoff will be determined by seniority in City service.

- c. Seniority shall be defined as follows:

As determined by official City payroll records, all service in the employ of the City shall be counted toward the establishment of an employee's City seniority service ranking including temporary, regular part-time, probationary, and regular full-time, as well as obligatory leaves for military service while an employee of the City. Loss of service credit will occur for the period of a leave of absence without pay. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing City seniority service ranking. Time off as a result of formal disciplinary action will be subtracted from the City seniority service score.

### 14.3 Displacement Rights

An employee designated to be laid off shall receive written correspondence with at least a minimum thirty-day layoff notification and displacement rights. An employee scheduled to be laid off may displace as follows:

- a. An employee with a lower score in the same department in a lower classification for which the laid off employee is qualified. In such a case, the affected employee

shall displace the employee with the lowest score (as determined in Section 14.2 [2] above) within said classification.

- b. (2) An employee with a lower rank score (as determined in Section 14.2 [2] above) in any department in a lower classification in which the affected employee once held regular status. In such a case, the affected employee shall displace the employee with the lowest-score within said classification.

#### 14.4 Notification of Displacement

An employee scheduled to be laid off must request displacement in writing to Human Resources within seven (7) working days of receipt of notice of layoff. An employee displacing to a lower or related classification shall be placed at the salary tier representing the least loss of pay. In no case shall the salary be increased above the amount received in the classification from which the employee was laid off.

Employees assuming a lower or related classification shall serve a probationary period in the new classification unless they previously have completed a probationary period in the classification.

#### 14.5 Reemployment

The names of employees laid off or displaced shall be entered on a reemployment list in the inverse order specified in Section 14.2. As reemployment opportunities become available in the classification from which the employee was laid off, the employees on the list, commencing with the highest score, shall be offered return to those positions. Reemployment lists shall remain in effect for two (2) years.

Laid-off or displaced employees will be notified of reemployment opportunities by certified mail at the last official known address of the laid-off or displaced employee. It shall be the responsibility of the laid-off or displaced employee to inform the City in writing of any changes in his/her address.

The laid-off or displaced employee must notify Human Resources of his/her acceptance within three (3) work days of receipt of the mailing as reflected on the postal service certified return receipt. The employee shall be notified of such time limit in the written reemployment offer. Failure to contact the designated City official within such period shall be deemed as rejection of the vacant position and will remove the employee from the reemployment list.

### **Section 15 EMPLOYEE BENEFITS**

#### 15.1 Retirement Plan

- a. Tier 1: Employees hired before July 1, 2012 shall participate in the California Public Employees Retirement System (CalPERS), 2.7% at age 55, calculated based on single highest year compensation. The plan includes the 4<sup>th</sup> Level 1959 Survivor's Benefit.

1. Employer-Paid Member Contributions (“EPMC”): The City shall pay the full cost of the employee’s eight percent (8%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution to CalPERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with Government Code Section 20042.
  2. Cost-Sharing: Employees shall share in the City’s CalPERS costs by contributing eight percent (8%) of the employee’s compensation reportable to CalPERS (i.e. “compensation earnable”) towards the City’s employer contribution, in accordance with Government Code section 20516(f).
  3. Effective with the start of the first pay period on or after July 1, 2018, employees shall contribute an additional one percent (1%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of nine percent (9%).
  4. Effective with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of ten percent (10%).
  5. Effective with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of eleven percent (11%).
- b. Tier 2: Employees hired on or after July 1, 2012 shall participate in the California Public Employees Retirement Systems (CalPERS), 2.0% at age 60, calculated based on the highest three-year average compensation. The plan includes the 4<sup>th</sup> Level 1959 Survivor’s Benefit.
1. Employer-Paid Member Contributions (“EPMC”): The City shall pay the full cost of the employee’s seven percent (7%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution to CalPERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with Government Code Section 20042.
  2. Cost-Sharing: Employees shall share in the City’s CalPERS costs by contributing seven percent (7%) of the employee’s compensation reportable to CalPERS (i.e. “compensation earnable”) towards the City’s employer contribution, in accordance with Government Code section 20516(f).
  3. Effective with the start of the first pay period on or after July 1, 2018, employees shall contribute an additional one percent (1%) of the

employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of eight percent (8%).

4. Effective with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of nine percent (9%).
  5. Effective with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
- c. Tier 3: Employees hired on or after January 1, 2013 and classified as a "new member" of CalPERS as defined in PEPRAs are responsible for paying one-half of the normal cost of the retirement plan and subject to the reportable annual compensation limit per Government Code Section 7522.10.
1. Effective with the start of the first pay period on or after July 1, 2018, employees will pay an additional one percent (1%) towards the employer's pension contribution, above the rate determined by CalPERS.
  2. Effective with the start of the first pay period on or after July 1, 2019, employees will pay an additional one percent (1%) towards the employer's pension contribution, for a total of two percent (2%), above the rate determined by CalPERS.
  3. Effective with the start of the first pay period on or after July 1, 2020, employees will pay an additional one percent (1%) towards the employer's pension contribution, for a total of three percent (3%), above the rate determined by CalPERS.
- d. Pursuant to IRS Code Section 414 (h) (2), these contribution payments shall be made on a pre-income tax basis.
- e. The City does not participate in the Social Security Plan with the exception of the mandatory Medicare (FICA) deduction.

## 15.2 Disability Insurance

During the term of this agreement, the City shall provide major long-term disability insurance for employees. The cost for this insurance shall be paid for by the City. The amount of the insured monthly salary shall be \$10,000. All other provisions of the plan shall remain unchanged.

15.3 Health/Life Insurance Program

The City of San Ramon shall continue to contract with California Public Employees Retirement to make available to eligible City of San Ramon employees the CalPERS Medical Insurance Program, subject to the provisions below:

15.4 Core-Flex Benefit Plan – Active Employees

The City of San Ramon will establish and maintain a “core-flex” benefit plan. The “core” shall consist of the CalPERS Medical Plan (Bay Area Rates) and the existing dental plan.

15.5 Employer Minimum Share

Under CalPERS rules, the City will contribute the following amounts as the “employer minimum share” per employee per month toward the health plan:

2018	\$133
Subsequent Years	As determined by CalPERS

15.6 City Monthly Contribution Amounts – Active Employees

For calendar year 2018, the City will contribute the following monthly amounts, including the CalPERS Medical Plan “employer minimum share” (as noted in Section 15.5) contribution towards the election of medical and dental benefits in the plan, or the actual premiums whichever is less.

Coverage Level	Dental Plan	Medical Plan	Total City Contributions
Employee Only	\$64.10	\$779.86	\$843.96
Employee + 1	\$112.20	\$1,559.72	\$1,671.92
Employee + 2 or more	\$188.20	\$2,027.64	\$2,215.84

The above monthly amounts are based on the 2018 premium rates for the City’s dental plan and the Kaiser CalPERS premium rates. Employees electing enrollment in a CalPERS medical plan with premium rates greater than the 2018 Kaiser CalPERS premium rates shall contribute the difference between the 2018 Kaiser CalPERS plan for the coverage level elected and the actual premium cost of the medical plan selected for the coverage level elected

15.7 Future Increase or Decrease in Kaiser CalPERS and City Dental Plan Premium – Active Employee

For the term of this agreement, the City shall increase or decrease its monthly contribution by an amount equal to the increase or decrease in the Kaiser CalPERS premium rates. Employees electing to enroll in a medical plan with premium rates higher than the

CalPERS Kaiser Plan shall be required to pay the difference in premium rates between the Kaiser Medical Plan and the plan selected by the employee.

#### 15.8 Opt-Out of Medical and/or Dental Plan

Employees electing not to enroll in the “Core-Flex” plan (i.e., who wish to waive enrollment in the medical and/or dental plan) and demonstrate annually to the satisfaction of the City their enrollment in another medical and/or dental plan, shall receive opt-out premiums as set forth in Section 15.9 below. In the event both spouses are employed by the City and are eligible for enrollment in the Core-Flex plan, one employee may elect not to enroll in the medical and dental plan and will receive the employee only opt-out rate if enrolled under the spouses medical and dental coverage.

#### 15.9 Opt-Out Rates

Effective with the City’s enrollment in CalPERS, the opt-out rates will be as follows, based on the employee’s status and eligibility during the active benefit plan year, in accordance with Internal Revenue Code timelines and qualifying events:

Employee Rate:	Medical \$200+/- dental \$50 = \$250/monthly maximum
Two-party Rate:	Medical \$300+/- dental \$75 = \$375/monthly maximum
Family Rate:	Medical \$400+/- dental \$100 = \$500/monthly maximum

Re-enrollment in the medical and/or dental plan shall only be allowed based on a qualifying event as defined by the IRS Codes or during an open enrollment period. Employees electing to opt-out of the medical or dental plan may do so only during an open enrollment period.

#### 15.10 Dental Care

The City shall provide employees and eligible dependents with a dental insurance plan with an annual benefit cap of \$1,800 and the level of benefits in effect as of January 1, 2012. The City shall pay the full premium cost of the plan for the employee and eligible dependents.

#### 15.11 Vision Plan

The City shall provide employees with a vision insurance plan with the level of benefits in effect as of January 1, 2018. The City shall pay the full premium cost of this plan for the employee and eligible dependents.

#### 15.12 Life Insurance

The City shall provide to each employee an employer-paid life insurance policy with maintenance of the same levels of coverage as currently exist, which is two times employee’s base annual salary. Employees shall be eligible for coverage upon their first day of employment as a regular employee.

15.13 COBRA - Continuation of Health Coverage

As required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) the City's health insurance plans provide for continuation of group health coverage to employees and eligible family members, upon a qualifying event, at the employee or family member's expense according to the provisions set forth in COBRA.

15.14 Deferred Compensation

Employees may participate in the deferred compensation plan in accordance with the guidelines of that plan as long as such a plan is offered to any employees through the City.

15.15 Flexible Spending Program - Section 125

The City shall make an annual contribution (first pay period of each calendar year) of \$500 to a flexible spending account for each employee. Any employee hired after January 1 shall have a prorated amount contributed into an account in the employee's name.

15.16 Mileage Reimbursement/Allowance

Whenever an employee is required to use a private vehicle in the conduct of City business, such employee is entitled to reimbursement for actual mileage. Mileage is reimbursed at the rates prescribed by the IRS. Also, in the event of an accident while using a private vehicle on City business, the employee's insurance will be primary; however, the City will cover the employee's deductible cost.

15.17 Adoption Benefit

Adoption benefits will be provided to all employees. An employee who adopts a child will be eligible to receive reimbursement from the City for fifty percent (50%) of the costs related to the adoption up to a maximum reimbursement of five thousand dollars (\$5,000).

15.18 Retiree Medical

- a. For employees hired before July 1, 2006, medical, dental and vision premium payments shall be made on behalf of employees + spouse/domestic partner who retire from the City of San Ramon based on the following formula:

0 to 3 years of service	No payment
4 to 7 years of service	50% of the cost of premiums
8 to 11 years of service	75% of the cost of premiums
12 years of more of service	100% of the cost of premiums

- b. For employees hired after July 1, 2006, medical, dental and vision premium payments shall be made on behalf of employees only who retire from the City of San Ramon based on the following formula:

Upon completion of 5 years of service	25% of the cost of the premiums
After 5 years	Additional 5% for each year of Service so that at the end of 20 years of service 100% of the cost of premiums

c. For employees hired after July 1, 2014, the City will contribute an amount equal to 3% of the employee’s salary to a Retirement Health Savings Plan with ICMA while employed with the City to be used to purchase a medical, dental, and/or vision plan. This will replace participation in the defined benefit retiree health plan.

d. Retiree Medical Insurance – Early Retirees

Under CalPERS rules, the City will directly contribute the “employer minimum share” toward the cost of retiree medical coverage through CalPERS and make such payment on behalf of the retiree directly to CalPERS each month. Additional City contribution will be made to eligible retirees each month based on the applicable schedule provided in Section 15.18 (a) and 15.18 (b).

e. Medicare Eligible Retirees

CalPERS rules provide for the continued enrollment in the CalPERS medical insurance plan when a retiree reaches Medicare eligibility and requires the City to continue to pay the “employer minimum share” payment for the retiree who continues enrollment in a CalPERS Medical plan. Upon reaching Medicare eligibility, CalPERS rules require the retiree to enroll in a CalPERS Supplement/Managed Medicare Plan. San Ramon City Council Resolution 2007 – 189 provides that retirees may receive a reimbursement of up to \$426.36 (2018 rate) per month adjusted annually by 2% (in some cases an additional \$426.36 per month for a spouse) to purchase a Medicare supplemental insurance policy and to pay for dental and vision coverage.

Upon reaching Medicare eligibility, and contingent upon continued enrollment in the CalPERS Medical Insurance program, the City will reimburse the eligible retiree the difference between the amount the retiree is eligible to receive to purchase a Medicare Supplement and other available health benefits, pursuant to the San Ramon City Council Resolution 2007 -189, for the purchase of a Medicare supplement and the “employer minimum share.” For example, if the Medicare-eligible retiree receives \$426.36 (2018 rate) per month (and meets the remaining eligibility requirements for receiving a City payment), the retiree will receive \$426.36 per month less the “employer minimum share” (which will be paid by the City directly to CalPERS on behalf of the retiree) resulting in no net reduction in the payments made by the City of San Ramon, provided the retiree provides evidence of coverage for other benefits such as dental, vision, etc.

f. Method of Payment for Coverage

The current system of retiree payment and any City reimbursement to the retiree shall be made through a Health Reimbursement Arrangement (HRA). Eligible retirees shall be required to provide the City of San Ramon with the appropriate authorization form upon retirement from the City and at other times after retirement if required to administer the retiree medical benefit.

**Section 16 UNIFORMS**

16.1 Uniforms

The City shall pay the full cost of employee uniforms and safety equipment. Each employee shall receive uniforms consisting of eight (8) shirts, eight (8) pairs of pants/shorts, hat and jacket upon initial employment. In the event these uniforms are damaged in the course of work or are worn out as a result of normal wear, the uniforms shall be replaced at no cost to the employee.

16.2 Safety Shoes

Annually each employee shall be provided with safety shoes through a selected vendor that meets the specifications and requirements designated for their duties and work assignments and the cost shall be borne by the City. The employee may be provided the option to have the shoe re-soled at the expense of the City. Safety shoes purchased by the City shall be worn in accordance with the Department Rules and Regulations. The safety shoe allowance shall be reviewed on an annual basis, any changes to the allowance shall be agreed upon by both parties.

**Section 17 DISCIPLINARY PROCEEDINGS**

17.1 Causes for Disciplinary Action

Employees may be disciplined for just cause including but not limited to the following:

- a. Fraud in securing appointment or making a false statement on an application for employment.
- b. Incompetence, inefficiency or neglect of duty.
- c. Insubordination, willful disobedience.
- d. Dishonesty.
- e. Being under the influence of drugs or alcohol while on duty.
- f. Illegal possession or use of narcotics or controlled substances.
- g. Unauthorized leave of absence.

- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Discourteous treatment of the public or other employees.
- j. Illegal political activity in violation of the California Government Code.
- k. Abuse or misuse, or appropriation for personal use, of City property.
- l. Violation of any of the provisions of the Personnel Rules and Regulations, Departmental Rules and Regulations, and/or this Memorandum of Understanding.
- m. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the agency, the employee's department or division.
- n. Outside employment not specifically authorized by the appointing authority or its designee.

## 17.2 Types of Disciplinary Action

Types of disciplinary action, which may be taken, in order of severity, are: dismissal, disciplinary demotion, disciplinary suspension, written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary action are defined as follows:

### a. Dismissal

The discharge of an employee from City service.

### b. Disciplinary Demotion

A permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons.

### c. Disciplinary Suspension

The temporary suspension of an employee from City service, without compensation, for a period not to exceed thirty (30) calendar days in any one (1) calendar year.

### d. Written Reprimand

Notification in writing to the employee that there is a cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected.

## 17.3 Persons by Whom Disciplinary Action May Be Taken

The City Manager, Department Head, or his/her designee may take disciplinary action

against an employee under his/her control for one or more of the causes for discipline specified in Section 17.1. The employee shall be informed of the disciplinary action to be taken within two weeks after the completion of the City's investigation.

#### 17.4 Disciplinary Action Procedure

##### a. Pre-Disciplinary Action Procedure

Disciplinary action, which would result in loss of employee salary, shall conform to the following procedural safeguards prior to imposition of disciplinary action:

1. Notice

Written notice of the proposed disciplinary action shall be served upon the employee.

2. Reasons

Reasons shall be cited for the proposed disciplinary action.

3. Charge and Material

A copy of the charges and access to material upon which the action is based shall be included.

4. Employee Response

The employee shall have the right to respond, either orally or in writing, to the authority initially imposing the disciplinary action.

The above stated notice and charges shall be served upon the employee either personally or by certified mail. The charges shall be detailed so as to give the employee fair opportunity to review and respond to the charges.

Upon receipt of the notice and charges, the employee shall have not less than three (3) working days within which to respond in writing or to request an informal non-evidentiary hearing before the person by whom disciplinary action was taken and/or the Department Head. The purpose of this hearing is to allow the employee's representative and/or the employee to make any representations believed relevant to the case. The hearing shall be held as expeditiously as possible but not more than three (3) working days after the request for hearing unless there is an agreement to extend by both parties. The hearing shall be subject to taping or transcription.

An employee may be relieved from duty and placed on paid leave pending the final decision of the proposed action if such leave is necessary to protect the public service or public interest.

b. Final Disciplinary Action Procedure

Disciplinary action causing loss of employee salary and any other form of discipline shall be imposed in accordance with the following procedure: A written notice shall be served on the employee and filed with the City Manager with a copy to Human Resources as soon as reasonably possible, but not later than five (5) working days after the date discipline is imposed. The notice shall be served on the employee either personally or by certified mail and shall include:

1. A statement of the nature of the disciplinary action;
2. The effective date of the action;
3. A statement of the cause for the discipline and citing the rule(s) violated; and
4. A copy of Section 17.5 of this Article.
5. Said notice may include conditions or future actions to be taken.

17.5 Right of Appeal - Procedure

An employee shall have the right of appeal from any disciplinary action taken under this article. Such appeal must be filed in writing with the Department Head with a copy to Human Resources within ten (10) calendar days after receipt of written notice of such disciplinary action. The appeal must state specifically the issue(s) in controversy and the facts upon which the issue(s) is based. The Department Head will respond within ten (10) days of receipt of the appeal. If the employee is not satisfied with the Department Head's review, the employee may appeal to the City Manager.

Such appeal must be filed in writing with the City Manager with a copy to Human Resources and the Department Head within ten (10) calendar days of receipt of the Department Head's response. In the case of suspensions of three (3) days or more, the City Manager may conduct, upon the employee's request, an independent review of the discipline imposed for the purpose of affirming, modifying or reversing the discipline. The City Manager will respond within ten (10) calendar days of receipt of the appeal.

If the employee is not satisfied with the City Manager's review, the employee may appeal the matter to the City Council. The appeal shall be made in writing to Human Resources within fourteen (14) calendar days of receipt of the City Manager's decision. The City Council shall assign the appeal to an impartial fact finder who shall be selected by mutual agreement between the City Manager and the Union.

The fees and expenses of the fact finder and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation.

The fact finder shall conduct a hearing and identify the facts in the case. The fact finder shall present a summary of the facts to the Union and the City Council. The City Council

shall review the summary and make a final decision on the matter. The City Council shall take such action within thirty (30) days of receipt of the fact finder's presentation. The decision of the City Council shall be binding upon both parties.

17.6 Waivers/Withdrawal of Appeal

Notwithstanding any provisions in this article, any time limit or stage of procedure herein provided may be waived upon consent of both parties involved.

At any time after an appeal has been filed, an employee shall have the right to withdraw his/her appeal by written notification to the City Manager.

Failure of the employee to file an appeal within the period specified constitutes a waiver of appeal.

Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Department Head shall be final.

17.7 Effect of Certain Disciplinary Action Interpretive

a. Suspension

An employee suspended from the City service shall forfeit all rights, privileges, and salary, except that the employee shall not forfeit his/her health plan, pension, long-term disability, nor life insurance while on suspension.

Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for disciplinary reasons for more than thirty (30) calendar days in any fiscal year.

b. Discharge

An employee who has been discharged from City service shall be paid salary accumulated to the effective date of termination, and any accrued compensatory time or vacation leave.

c. Demotion

An employee who has been demoted shall be reduced from a position in one classification to a position in a lower classification having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes.

d. Official Reprimand

An employee who has been issued an official reprimand shall be given a written notice, and a copy shall be placed in the employee's personnel file. The employee shall sign an acknowledgment that he/she has received a copy of the written notice.

## **Section 18 GRIEVANCE PROCEDURE**

### 18.1 Definition

A grievance is a complaint or problem, which arises from the application and/or interpretation of this Memorandum of Understanding.

### 18.2 Procedural Steps

Any grievance arising from the application and/or interpretation of this Memorandum of Understanding, wherever possible, should be considered within the Department.

#### Step 1

When a grievance, as defined in this Section, arises, it shall be submitted in writing to the immediate supervisor by the employee or the employee's representative or steward within ten (10) working days of when the employee had knowledge or should have had knowledge of the action or incident causing the grievance. Should the employee fail to submit his/her grievance to the attention of the supervisor within ten (10) working days of when the employee had knowledge or should have had knowledge of the action or incident causing his/her grievance, it shall be considered as a waiver by the employee of his/her right to submit the grievance.

The written statement of the grievance shall contain the following information:

- a. A description of the specific grounds of the grievance, including but not limited to facts necessary to support the grievance, name(s), date(s) and place(s) necessary for a complete understanding of the grievance;
- b. A listing of the provisions of the Memorandum of Understanding which are alleged to have been violated; and
- c. A listing of the specific relief, remedy or action requested of the City to resolve the grievance.

The supervisor must take action on the grievance and notify the grievant or the grievant's representative of his/her action or decision in writing within ten (10) working days from the date the grievance was submitted.

If the matter is one, which can be adjusted by the immediate supervisor to the satisfaction of the employee, this shall terminate the grievance.

#### Step 2

If the matter cannot be adjusted or settled by the immediate supervisor within ten (10) working days from the date of the Step 1 submission, or if the grievant is still dissatisfied after the decision of the immediate supervisor, he/she may submit his/her grievance in writing to the Department Head. The grievance must be submitted to the Department Head

within ten (10) working days from the date of the supervisor's decision or the grievance shall be terminated.

The Step 2 grievance shall contain a concise statement concerning the basis for the appeal and shall include a copy of the original grievance.

The Department Head shall confer with the grievant, the supervisor and such other persons as may be necessary to gather all the facts and to find a solution. The Department Head must take action and notify the grievant of his/her action or decision in writing within ten (10) working days from the date the grievance was submitted.

### Step 3

If the grievant is not satisfied after the Step 2 Department Head's decision, within ten (10) working days of the date of the Department Head's decision the grievant may file an appeal in writing with the City Manager. Failure of the grievant to file such an appeal within the ten (10) day period shall terminate the grievance.

The appeal to the City Manager shall contain a concise statement concerning the basis for the appeal and shall include a copy of the original grievance and the appeals.

Upon receiving the written request, within ten (10) working days the City Manager shall discuss the grievance with the grievant, his/her representative, if any, and all principals involved for the purpose of resolving the grievance. The City Manager must take action and notify the grievant of his/her action or decision within ten (10) working days from the date of the Step 3 meeting.

### Step 4

In the event the parties hereto are unable to reach a mutually satisfactory accord on any grievance which arises during the term of this agreement, such grievance shall be submitted to an impartial arbitrator.

A request for arbitration shall be submitted in writing to Human Resources within ten (10) working days of the City Manager's decision.

The impartial arbitrator shall be designated by mutual agreement between the Union and the City Manager.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation.

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

Proposals to add or change this agreement shall not be arbitrable and no proposal to modify, amend or terminate this agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred for arbitration under this section. No arbitrator shall

have the power to amend or modify this agreement or to establish any new terms or conditions of employment.

### 18.3 Other Provisions

All grievances involving or concerning the payment of compensation shall be initially filed in writing with Human Resources. The written grievance shall contain the same information as required at Step 1. In the case of grievances involving compensation, only grievances which allege that employees are not being compensated in accordance with the provisions of this agreement shall be considered as grievances. Such grievance shall be filed within ten (10) working days of when the employee had knowledge or should have had knowledge of the incident causing his/her grievance. Failure to file the grievance within this ten (10) working day period shall be considered as a waiver by the employee of his/her right to submit the grievance.

If an employee receives an overpayment by the City, the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period of time, to be determined by the mutual agreement of the employee and the Administrative Services Director.

## **Section 19 SAFETY**

### 19.1 Safety Committee Appointment

The Union may appoint one (1) employee representative to the Department Safety Committee.

### 19.2 Injury and Illness Prevention Program

The City will provide a comprehensive Injury and Illness Prevention Program (IIPP) which is designed to prevent workplace accidents, injuries and illnesses.

## **Section 20 ALCOHOL AND DRUG TESTING REQUIREMENTS FOR COMMERCIAL MOTOR VEHICLE DRIVERS**

The City and the Union have agreed on implementation of "Alcohol and Drug Testing Requirements for Commercial Motor Vehicle Drivers" as provided in the City Policy and Procedures as of September 5, 1996.

The City shall provide written notice to the Union of the names of those individuals who are subject to the Alcohol and Drug Testing Policy and will update such notice if changes in assignment add and/or remove employees from coverage under this Policy.

For purposes of the random selection requirements of this Policy, it is the City's intention to test the number of employees necessary to meet the minimum requirements of the law.

**Section 21 SEPARABILITY AND SAVINGS**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**Section 22 REOPENER**

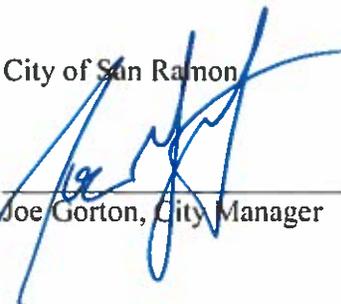
Changes in state of federal law that impact the terms of this Agreement shall be grounds for re-opening the specific section(s) impacted.

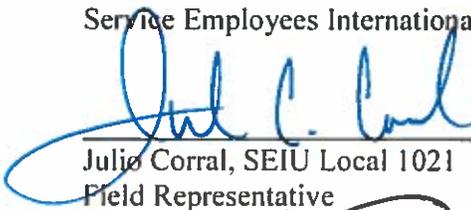
At any time during the term of this Memorandum of Understanding, the Union may reopen negotiations on the subject of disciplinary appeals only.

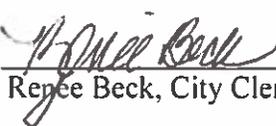
**Section 23 TERM AND EFFECT**

This Memorandum of Understanding shall remain in full force and effect from July 1, 2018 to June 30, 2022.

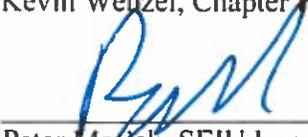
Dated: October 23, 2018

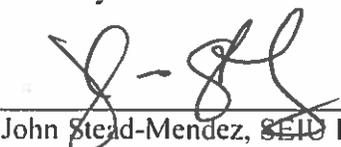
City of San Ramon  
  
\_\_\_\_\_  
Joe Gorton, City Manager

Service Employees International Union, Local 1021  
  
\_\_\_\_\_  
Julio Corral, SEIU Local 1021  
Field Representative

Attest:  
  
\_\_\_\_\_  
Renee Beck, City Clerk

  
\_\_\_\_\_  
Kevin Wenzel, Chapter President

  
\_\_\_\_\_  
Peter Mastak, SEIU Local 1021  
East Bay Director

  
\_\_\_\_\_  
John Stead-Mendez, SEIU Local 1021  
Executive Director of Field and Programs

APPENDIX ASIDE LETTER AGREEMENT REGARDING NEW EMPLOYEE ORIENTATION ACCESS  
AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION

The City of San Ramon ("City") and SEIU Local 1021 (hereinafter "Union"), jointly referred to as "parties," enter into this Agreement to implement the terms of Government Code sections 3555-3559. The parties agree that the terms of this Agreement are incorporated into the existing MOU between them by specific reference and, further, that this Agreement will be incorporated into the body of a successor MOU when agreement is reached on such successor MOU.

The parties acknowledge that this Agreement, once implemented by both parties, fully complies with and exhausts the parties' obligation to negotiate the terms and conditions of new employee orientation access and disclosure of employee contact information pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for so long as this Agreement is in effect.

New Employee Orientation

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

The parties acknowledge that the City provides a new employee orientation meeting ("orientation") to all new employees hired by the City but does not distinguish between bargaining units in conducting the orientation. The Union will be provided not less than 10 calendar days' advance notice of the time, date and location of the orientation, including the name and number of bargaining unit employees in attendance. An exception to the 10 calendar days' advance notice requirement is if there is an urgent need for meeting in less than 10 calendar days' that is critical to the City's operations and is not reasonably foreseeable. In the event a union representative is not available based on the short notice, the employees will participate in an in-person half (1/2) hour make up session that will occur during regular working hours and onsite without loss in compensation.

The Union will be given thirty (30) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. Employees will attend the new employee orientation including the portion of the orientation conducted by the Union. The meeting will be in a room designated by the City and will take place during regular working hours and be on-site. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

Designated Union representatives who are City employees and are conducting the orientation may attend and travel to and from the orientation on paid leave not to exceed one (1) hour per orientation provided the Union provides Human Resources with the employee's name at least seven (7) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released. In

the event the Union designated employee is denied release due to operational needs, the Union shall be allowed to designate an alternate representative for the orientation.

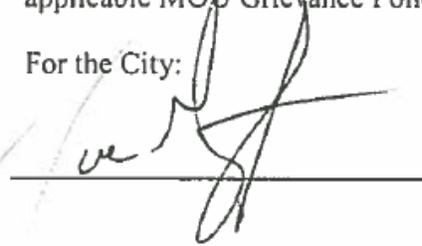
Management representatives shall excuse themselves and not be present during the Union portion of the orientation. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

Information Provided

The parties hereby incorporate by reference into this Side Letter Agreement the entirety of Government Code section 3558 and all statutes referenced therein. Any information that is required to be provided thereunder will be furnished to the Union by way of a digital file via email to the email address designated by the Union. The City will provide the Union any information that is required to be provided on a quarterly basis rather than the interval stated in Government Code section 3558.

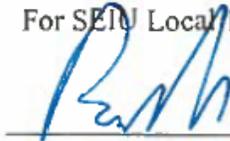
Either party may grieve a violation of this article to the extent permitted by the terms of the applicable MOU Grievance Policy.

For the City:



7/19/18  
Date

For SEIU Local 1021:



6/29/18  
Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date