



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REDWOOD CITY**

**AND**

**THE REDWOOD CITY MANAGEMENT**

**EMPLOYEES ASSOCIATION**

**OCTOBER 1, 2013 - SEPTEMBER 30, 2016**

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ARTICLE 1

RECOGNITION

**1.1 Association Recognition**

Pursuant to the Employer-Employee Resolution of the City adopted August 7, 1982, the Redwood City Management Employees Association ("the Association") has been recognized as the Majority Representative, for the regular full-time and regular part-time employees assigned to the following classes:

- Accountant
- Administrative Assistant
- Administrative Secretary
- Building Official
- CDBG/Home Administrator
- Communications Supervisor
- Community Development Services Supervisor
- Custodial Services Supervisor
- Deputy City Clerk
- Downtown Business Development Specialist
- Emergency Preparedness and Outreach Coordinator
- Employee Benefits Coordinator
- Fleet Manager
- Fleet Supervisor
- Human Resources Technician
- Information Technology Analyst I
- Information Technology Analyst II
- Juvenile Specialist
- Landscape Architect
- Landscape Supervisor
- Legal Secretary
- Library Division Manager
- Library Information Technology Coordinator
- Library Services Supervisor
- Management Analyst I/II
- Parks, Recreation and Community Services Manager
- Records Supervisor
- Redevelopment Project Manager
- Plan Check Engineer
- Public Works Superintendent
- Public Works Supervisor
- Recreation Supervisor
- Senior Accountant
- Senior Building Inspector
- Senior Civil Engineer
- Senior Information Technology Analyst
- Senior Planner
- Senior Transportation Coordinator
- Supervising Civil Engineer
- Supervising Information Technology Analyst
- Webmaster

This unit of employees shall for the purpose of identification be titled the Management Unit.

## **1.2 Employer Recognition**

The City Manager is the representative of the City of Redwood City ("the City") in employer-employee relations pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972.

## **ARTICLE 2**

### **2.1 No Discrimination**

It is the policy of the City of Redwood City to provide equal employment opportunity to all employees and applicants for employment. All employment practices, such as recruitment, selection, promotions, and other terms and conditions of employment are administered in a manner designed to ensure that employees and applicants for employment or services are not subjected to discrimination on the basis of age (over 40), race, color, sex, national origin, medical condition, disability (except where a disability is a bona fide occupational disqualification), sexual orientation, transgender, transsexual, transvestite, marital status, religious or political preference or union affiliations.

### **2.2 Americans With Disabilities Act (ADA)**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Memorandum of Understanding may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Subject to the employee's written consent, the Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Memorandum of Understanding in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision and will allow the Association the opportunity to discuss options to disregarding the Memorandum of Understanding.

## ARTICLE 3

### ASSOCIATION RIGHTS

#### **3.1 Use of City Facilities**

The Association may, with the prior approval of the Personnel Officer, be granted the use of City facilities for meetings of City employees, provided space is available. The use of City equipment, other than items normally used in the conduct of meetings, is strictly prohibited.

#### **3.2 Advance Notice**

The Association shall be notified of any creation of, or change to, an ordinance, rule, resolution or regulation within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City or by any department, and the Association shall be given the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation prior to its adoption by the City Council, board or commission of the City, or any department. In cases of emergency, as that phrase is recognized under the Meyers Miliias Brown Act, when the City administration determines that an ordinance, rule, regulation, or resolution must be adopted immediately, without prior notice or meeting with the Association, the City shall provide the Association such notice and the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

#### **3.3 Availability of Data**

The City shall make available to the Association such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in the Employer-Employee Relations Resolution adopted by the City Council on August 7, 1972, and Government Code Sections 6250 et seq. Such information shall be made available during regular working hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, if any, where applicable.

## ARTICLE 4

### CITY RIGHTS

To insure that the City is able to carry out its constitutional, chartered and statutory functions and responsibilities, nothing contained herein shall be construed to require the City to meet and confer on matters which are solely a function of management, including the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

## ARTICLE 5

### OFFICIAL REPRESENTATIVES

A maximum of four (4) Association representative unit members shall be allowed concurrent time off without loss of compensation to represent the Association in the meet and confer process. The Association shall submit the names of these unit representatives to the Personnel Officer at least two (2) working days prior to scheduled meet and confer sessions, and the representatives shall advise their supervisors in advance prior to leaving their work assignments to attend such meetings.

## ARTICLE 6

### LAYOFF AND RE-EMPLOYMENT

#### **6.1 Layoff**

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or because the position involved no longer exists, the City Council may abolish any position or employment in the competitive service, and the employee holding such position or employment may be laid off without the filing of written charges. Any appointing power may likewise lay off a regular employee whenever lack of work or lack of funds requires a reduction in the number of employees.

#### **6.2 Notification of Layoff**

The City shall notify the Association no less than thirty (30) calendar days prior to any employee being laid off. Upon written request of the Association to the Personnel Officer, the City will meet to discuss the conditions causing the layoff and the impact upon classifications in the bargaining unit. Such discussions shall be without recourse to the grievance procedure.

#### **6.3 Order of Layoff**

In the event of a reduction in force, bargaining unit members with the shortest length of service in the classifications affected shall be laid off first. If two employees have equal length of service in a classification, the order of seniority shall be determined by standing on the eligibility list. If two employees have equal length of service in a classification and the same standing on the eligibility list, the order of seniority shall be determined by employment test score.

#### **6.4 Bumping Rights**

Any unit member laid off under the terms of this article may, if he or she so elects, be reassigned to a position in a lateral or lower related classification within the same department which is held by an employee having less service with the City. Such reassignment shall occur only in the event the employee is capable by virtue of prior training and experience to perform the work required.

#### **6.5 Re-employment**

For those employees who do not exercise the election referred to in Article 6.4 above (Bumping Rights), and for all other laid off employees, the name of each employee who is laid off shall be placed at the head of the eligible list for the class of positions which he or she held, and such person shall be given preference in filling vacancies in that class for a period of two (2) years following layoff.

## ARTICLE 7

### PERSONNEL FILES AND PERFORMANCE EVALUATIONS

#### **7.1 Personnel Files**

An employee or his or her Association representative upon presentation of written authorization from the employee shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation ratings and letters of reprimand or warning prior to placing them into the employees' personnel file, and copies of letters of reprimand or warning shall be sent to the Personnel Officer. At the employee's request, copies of performance evaluation ratings and letters of reprimand or warning shall be sent to the Association. Upon receipt of a letter of reprimand or warning which the employee feels is factually incorrect, he or she may so advise, in writing, the department head and the Association, but letters of reprimand or warning may not be appealed through the grievance procedure as set forth in Article 21 herein. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents. At the request of the employee, letters of reprimand shall be removed within two (2) years from an employee's personnel file provided that no further infraction of any City rule or regulation has been documented in the employee's personnel file within such period of time.

#### **7.2 Frequency of Evaluation**

All regular unit members holding regular status shall be evaluated annually. Probationary unit members shall be evaluated at the end of the sixth month, and within ten (10) days of the end of the probationary period. Upon certification to regular status, unit members shall be evaluated annually from the date of the six (6) month probationary period evaluation.

#### **7.3 Annual Evaluation**

Employees shall receive an overall annual performance rating of "satisfactory", "exceeds standards," "outstanding" or "unsatisfactory." Once the employee's performance evaluation has been completed, it shall be presented to the employee for review and signature. An employee who receives an "unsatisfactory" evaluation will be ineligible to receive a merit salary increase under 16.3.1 until the employee receives an overall annual performance rating of "satisfactory" or higher.

## ARTICLE 8

### REGULAR PART-TIME APPOINTMENT

- 8.1** Regular part-time appointments may be made when there is part-time unit work to be performed on a regular and continuous basis. Such appointment requires certification by the department head to the Personnel Officer that the employee is to be scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, health insurance, dental insurance, vision care, vacations, sick leave and educational expense reimbursement shall be granted on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40). That factor shall be the percentage of the City's contributions for regular part-time employees for the aforementioned benefits.

- 8.2 Regular part-time appointed management unit employees who are required to work on a holiday shall be given either the preceding or following day off at no loss of pay.
- 8.3 Any regular full-time employee going to regular part-time employment will retain his or her sick leave and vacation benefits. However, the employee will accrue vacation and sick leave proportionally to the amount of time worked. Health benefits will also be paid in proportion to time worked. A regular full-time employee going to regular part-time employment in the same classification will not be required to serve a probationary period.

## ARTICLE 9

### PROBATIONARY PERIOD

#### 9.1 Objective

The probationary period is an integral part of the examination process and is utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet required work standards.

#### 9.2 Duration

All original and promotional appointments made of employees who are members of the management bargaining unit shall be subject to a one (1) year probationary period.

#### 9.3 Extension of Probationary Period

Upon written recommendation of a probationary employee's department head and approval of the Personnel Officer, a probationary period may be lengthened by an amount of time corresponding to an employee's leave of absence during the probationary period.

#### 9.4 Regular Appointment

At the end of the probationary period, if the department head desires to make a regular appointment of the probationary employee, he or she shall file with the Personnel Officer a written statement to the effect that the employee's services are satisfactory. If the employee's services are not satisfactory, the department head shall file a written statement rejecting the probationer, or requesting an extension as defined in Article 9.3.

#### 9.5 Rejection of Probationer

During the probationary period an employee may be rejected by his or her department head and terminated by the appointing authority without the right of review of any kind. Any employee rejected during the probationary period following promotion shall be reinstated to the position from which he or she was promoted, unless charges are filed and he or she is duly discharged.

## ARTICLE 10

### TRANSFER

An employee may be transferred from a class in one department or organization unit to a position in the same class in another organization unit, or to a comparable class. Such transfer shall not result in a loss to the employee of any vacation leave, sick leave, disability leave or any other benefits.

## ARTICLE 11

### PROMOTION

#### **11.1 Examination**

In the event the City desires to fill a vacancy by promotion, the Personnel Officer shall prepare and administer an examination for those employees holding similar positions in lower classes.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

#### **11.2 Eligibility List**

After each examination has been scored and rated, the names of successful candidates shall be recorded on an eligibility list in the order of their standing on the examination. Eligibility lists shall continue in effect for one (1) year after establishment. They may be extended for a period of not to exceed one (1) year or abolished before the expiration of the yearly period by the Personnel Officer upon recommendation of the department head of the department to which the classification or position relating to the eligibility list is allocated. The name of any employee on an eligibility list may be removed by the Personnel Officer: if the eligible employee requests in writing that his or her name be removed; if he or she fails to respond to a written offer of employment within five (5) business days after the mailing of notice; if a subsequent report of a character investigation is unsatisfactory; or if he or she has been rejected for appointment three (3) times, by a department head.

Each employee on an eligibility list shall have the right to waive two (2) successive offers of employment without affecting his or her standing on the eligibility list. However, after the third offer of employment has been waived, the employee's name shall be removed from the eligibility list.

#### **11.3 Promotional Appointment**

Promotional Appointments shall be made from the first three (3) candidates on the eligibility list who are ready and willing to accept the position offered.

#### **11.4 Probationary Period for Promotional Appointments**

The probationary period for promotional appointments shall be one (1) year. Upon written recommendation of a probationary employee's department head and the approval of the Personnel Officer, a probationary period may be lengthened by an amount of time corresponding to an employee's leave of absence during the probationary period.

## ARTICLE 12

### RECLASSIFICATION

#### **12.1 Definition**

"Reclassification" is defined as assignment to a more appropriate class, whether newly or previously titled, due to gradual accretion of, or substantial change in an employee's duties, responsibilities, authority or character of work.

**12.2** The City reserves the right to determine and change job classifications and descriptions.

**12.3** The parties agree that the City retains its right to create new positions, and that this article shall not apply to newly created positions.

## ARTICLE 13

### DISCIPLINE

**13.1** The City may discharge, suspend, demote, and/or reduce the pay of any employee who has completed the probationary period for cause, including but not limited to the following, any violation of the City's Personnel Rules and Regulations or Administrative Policies, or any other cause deemed proper by the City Manager:

**13.1.1** Dishonesty;

**13.1.2** Insubordination;

**13.1.3** Intoxication or being under the influence of a controlled substance while on duty;

**13.1.4** Incompetence or inefficiency;

**13.1.5** Willful negligence or willful damage to public property or waste of public supplies or equipment;

**13.1.6** Failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations;

**13.1.7** Unauthorized absence;

**13.1.8** The commitment or conviction of any criminal act;

**13.1.9** Conduct unbecoming a management employee in the public service;

**13.1.10** Disorderly or immoral conduct;

**13.1.11** Incapacity due to mental or physical disability;

**13.1.12** Neglect of duty.

**13.2** Any discharged, suspended or demoted employee, or an employee who has had his or her pay reduced, shall be furnished, in advance of the disciplinary action, a written Notice of Intent to Discipline listing the reasons for the disciplinary action. The employee subject to discipline shall be provided the opportunity for pre-disciplinary due process. A copy of this letter shall be furnished to the Association at the employee's request.

**13.3** In the event an employee feels that the discharge, suspension, demotion or pay reduction is unjust, the Association shall have the right to appeal the case through the procedure set forth in Article 21, Grievances. Such grievances may only be appealed to the Appeals Board level of the grievance procedure as set forth in Article 21.2.4 and may not be appealed to binding arbitration.

- 13.4 Probationary employees may be discharged for any reason which, in the sole opinion of the City, is just and sufficient, and such discharge shall not be subject to the grievance procedure set forth in Article 21, except that regular employees of the City who are serving a subsequent probationary period for a promotional appointment shall be subject to dismissal only pursuant to the provisions of Articles 9.5 (Rejection of Probationer), 13.1 (Discipline), 13.2 (Discipline), and 13.3 (Discipline).

## ARTICLE 14

### RESIGNATION AND REINSTATEMENT

#### 14.1 Resignation

An employee wishing to leave the service in good standing shall, whenever possible, file with the department head at least two (2) weeks notice of an intention to leave the City's service unless the department head consents to the employee leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Officer.

#### 14.2 Reinstatement

- 14.2.1 A regular employee who has resigned in good standing may be reinstated to a vacant position of the same class as his or her previous position within a period of one (1) year from the effective date of his or her resignation. Reinstatement shall be made at the salary step recommended by the department head and approved by the Personnel Officer, not to exceed the salary held at the time the employee left City employment.
- 14.2.2 The reinstated employee will serve the designated probationary period for that classification prior to becoming a regular employee regardless of the salary step at which the employee was reinstated.
- 14.2.3 Reinstated employees who have completed the designated probationary period shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges.

## ARTICLE 15

### RETIREMENT

#### 15.1 Retirement Plan

Tier 1: Effective July 10, 2006, the City shall provide the Local Miscellaneous Members Section 21354.5 two and seven-tenths percent (2.7%) at age fifty-five (55) retirement formula for employees hired before the date of the 2011 amendment of the City's contract with CalPERS to establish a second tier for pension. Final compensation is calculated based on the single highest year in accordance with Government Code Section 22042.

Tier 2: For employees hired on or after the date of the 2011 amendment of the City's contract with CalPERS to establish a second tier for pension, and do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty

(60) formula retirement plan in accordance with Government Code Section 21353, based on the average of three years of employment, in accordance with Government Code Section 20037.

Tier 3: For employees hired on or after January 1, 2013 and who meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, based on the average of three years of employment, in accordance with Government Code Section 7522.32.

## **15.2 Employee and Employer Contribution and Elimination of Employer Paid Member Contribution (EPMC)**

Tier 1 and Tier 2 Employees: The City shall contribute on behalf of employees the seven percent (7%) member contribution to the retirement plan in addition to the established employer contribution, and Tier 1 employees will contribute the additional one percent (1%) member contribution.

The seven percent (7%) Employer Paid Member Contribution (EPMC) for Tier 1 and Tier 2 employees shall be added to the eligible compensation for establishing special compensation under the CalPERS rules Section 20636(C)(4) in accordance with the rules and regulations governing such contributions.

Tier 3 employees shall pay the rate prescribed by the California Public Employees' Retirement System (CalPERS) for employee contributions to CalPERS in accordance with the rules and regulations governing such employee contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Effective the first full pay period on or after July 1, 2014, or upon the 2014 amendment of the City's contract with CalPERS to reduce Employer Paid Member Contribution (EPMC), whichever is later, the City shall eliminate two percent (2%) of the EPMC for Tier 1 and Tier 2 employees. The City shall continue to contribute on behalf of Tier 1 and Tier 2 employees five percent (5%) of the member contribution to the retirement plan. Each Tier 1 and Tier 2 employee will contribute the remaining member contribution (three percent (3%) for Tier 1 employees and two percent (2%) for Tier 2 employees), in addition to cost sharing describe herein.

Effective the first full pay period on or after July 1, 2014, or upon the 2014 amendment of the City's contract with CalPERS to reduce EPMC, whichever is later, the salary schedule for all classifications represented by RCMEA will be increased by two percent (2%).

Effective the first full pay period on or after July 1, 2015, or upon the 2015 amendment of the City's contract with CalPERS to reduce EPMC, whichever is later, the City shall eliminate an additional two percent (2%) of the EPMC for Tier 1 and Tier 2 employees. The City shall continue to contribute on behalf of Tier 1 and Tier 2 employees three percent (3%) member contribution to the retirement plan. Each Tier 1 and Tier 2 employee will contribute the member contribution (five percent (5%) for Tier 1 employees and four percent (4%) for Tier 2 employees), in addition to cost sharing described herein.

Effective the first full pay period on or after July 1, 2015, or upon the 2015 amendment of the City's contract with CalPERS to reduce EPMC, whichever is later, the salary schedule for all classifications represented by RCMEA will be increased by two percent (2%).

Effective the first full pay period on or after July 1, 2016, or upon the 2016 amendment of the City's contract with CalPERS to reduce EPMC, whichever is later, the City shall eliminate the final three percent (3%) of the EPMC for Tier 1 and Tier 2 employees. Each Tier 1 and Tier 2 employee will contribute the full member

contribution (eight percent (8%) for Tier 1 employees and seven percent (7%) for Tier 2 employees), in addition to cost sharing described herein.

Effective the first full pay period on or after July 1, 2016, or upon the 2016 amendment of the City's contract with CalPERS to reduce EPMC, whichever is later, the salary schedule for all classifications represented by RCMEA will be increased by three percent (3%).

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

### **15.3 Employee Cost Sharing of Employer Contribution to Pension**

In accordance with Section 20516(f) of the Government Code:

Effective the first full pay period following July 1, 2014, in accordance with Section 20516(f) of the California Government Code, each unit member shall pay two percent (2%) of base salary toward the employer cost of retirement.

Effective the first full pay period on or after October 1, 2014, each unit member shall pay an additional two and one-half percent (2.5%) of base salary toward the employer cost of retirement (a total of four and one-half percent (4.5%) employee cost sharing of City's pension contribution) in accordance with Section 20516(f) of the California Government Code.

Effective the first full pay period on or after October 1, 2014, the salary schedule for all classifications represented by RCMEA will be increased by two and one-half percent (2.5%).

Effective the first full pay period on or after October 1, 2015, each unit member shall pay an additional two and one-half percent (2.5%) of base salary toward the employer cost of retirement (a total of seven percent (7%) employee cost sharing of city's pension contribution) in accordance with Section 20516(f) of the California Government Code.

Effective the first full pay period on or after October 1, 2015, the salary schedule for all classifications represented by RCMEA will be increased by two and one-half percent (2.5%).

All such employee contributions toward employer cost of retirement will be made on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code. The contributions shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

### **15.4 Reopener**

If any court of competent jurisdiction or legislative change requires additional member contributions above those provided for in the MOU, the parties shall reopen the agreement for purposes of meeting and conferring about applying the amount of member payment of the employer contribution to CalPERS (cost sharing) to member contributions.

ARTICLE 16

PAY

**16.1 Pay Period**

Management unit employees shall be paid bi-weekly on Fridays.

All RCMEA members are required to participate in a mandatory direct deposit program.

**16.2 Salary Increases**

**16.2.1** Effective the first full pay period on or after bargaining unit ratification and Council adoption of this agreement, there will be a three percent (3%) cost of living salary increase for all classifications represented by RCMEA. Effective the first full pay period on or after October 1, 2014, there will be a two and one-half percent (2.5%) cost of living salary increase for all classifications represented by RCMEA. Effective the first full pay period on or after October 1, 2015, there will be a two and one-half (2.5%) salary increase for all classifications represented by RCMEA.

**16.2.2** Internal Alignment – All RCMEA classifications shall maintain a minimum differential of +10% above the top step of subordinate classifications.

The following classifications shall be internally aligned and shall maintain their minimum top step differentials to subordinate and/or benchmark classifications as indicated throughout the term of the agreement.

- ◆ Public Works Supervisors – 15% above highest paid subordinate
- ◆ CDGB/Home Administrator – set same as Redevelopment Project Manager
- ◆ Senior Transportation Coordinator – set same as Senior Civil Engineer

**16.2.3** Initial appointments shall normally be made at the lowest rate of pay. Upon approval of the City Manager, such appointments may be made above the bottom of the range when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

**16.3 Meritorious Achievement Adjustment**

**16.3.1** When an individual's performance is judged to exceed a satisfactory level, a merit increase may be given in addition to the cost-of-living adjustment. Such an increase may be between four and seven percent (4% and 7%). This increase is based on the City's evaluation of the degree to which the employee met his or her objectives. In making this determination, the relative merit of an individual employee among other management unit employees shall be considered. The meritorious achievement awards scale will be:

Unsatisfactory	No increase
Satisfactory	4%
Exceeds Standards	5%-6%
Outstanding	7%

**16.3.2** Recommendations for merit increases will be made by the department head and forwarded with detailed justifications to the City Manager and Personnel Officer, who may make adjustments prior to approval. Merit increases may only be granted upon completion of six (6) months of probationary employment and yearly thereafter from the date of the last merit increase.

**16.4 Salary Increase on Promotion**

Promotional appointments shall be made at the level in the new salary range which results in an increase of at least five percent (5%) but in no event shall the promoted employee receive less than the salary of any subordinate classification the employee is required to supervise directly. Promotional appointments which result in a salary increase of more than five percent (5%) may be made with the approval of the City Manager. Promoted employees are eligible for a merit salary increase after six (6) months of service in the promotional classification and on a yearly basis thereafter.

**16.5 Overtime**

**16.5.1** Overtime is to be paid after forty (40) hours in paid status in one (1) work week, and for work performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period), except as provided in Article 16.5.2 below.

**16.5.2** An employee who is assigned to a shift consisting of more than eight (8) consecutive hours in one (1) workday (exclusive of lunch period) shall be entitled to overtime after forty (40) hours in paid status in one (1) work week.

**16.5.3** All overtime must be authorized by the department head and documented on time cards.

**16.5.4** Employees shall be paid overtime on a straight time basis or shall receive one (1) hour of administrative leave (Non-Accrued Vacation Leave [NAVL]) for each hour of overtime worked, up to a maximum of one hundred twenty (120) hours per calendar year. Administrative leave not used by the last pay period paid in the year (based on the preceding 26 pay periods) shall be paid off at the straight time rate. Payment will be made no later than the first pay period in February.

**16.5.5** The following classifications shall continue to receive time and one-half their regular rate of pay for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. With the approval of the Department Head these classifications can accumulate up to a maximum of eighty (80) hours of compensatory time off, which may be used at times chosen by the employee and approved by the Department Head.

Administrative Secretary  
Human Resources Technician  
Information Technology Analyst I  
Information Technology Analyst II  
Juvenile Specialist  
Senior Information Technology Analyst  
Supervising Information Technology Analyst  
Webmaster

**16.6 Call Back Overtime**

The following classifications shall be credited with forty (40) hours of call back overtime effective January 1, of each calendar year during the term of this agreement:

- Public Works Superintendent
- Public Works Supervisor
- Parks, Recreation & Community Services Manager
- Senior Civil Engineer
- Supervising Civil Engineer
- Emergency Preparedness & Outreach Coordinator

An employee hired after January 1 shall have their forty (40) hours of call back overtime credit prorated based on their hire date.

The forty (40) hours call back overtime shall be treated as administrative leave as set forth in Article 16.5.4 for purposes of utilization and pay off. It is understood that in no case will employees who receive call back pay under this article receive more than a combined total of one hundred and twenty (120) hours for overtime and call back overtime in any calendar year as specified in Article 16.5.4. NAVL will be related in the same manner as administrative leave in section 16.5.4.

**16.7 Externally Reimbursed Overtime**

When external funds (Federal, State, Developer Fees, etc.) are made available to the City to specifically fund management overtime activities on a special project basis, such externally reimbursed overtime shall not be counted toward the yearly one hundred twenty (120) hour overtime limit specified in Articles 16.5.4.

**16.8 Mileage Payment**

**16.8.1** The City shall reimburse employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:

**16.8.1.1** Actual costs to and from destination not to exceed a maximum computed at the current prescribed IRS mileage reimbursement rate for miles traveled both within and outside the city by privately owned conveyance: provided, however, that for travel to and from destination in excess of 300 miles said maximum shall not exceed actual coach air fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this subsection.

**16.8.2** Any City employee who is required to keep available a privately-owned vehicle for use in traveling on City business during his or her working days as a condition of employment shall be allowed, as determined by the Department Head, an auto allowance amount not to exceed two hundred dollars (\$200.00) per month.

Any employee who is receiving an auto allowance shall not be entitled to utilize the City Pool vehicles.

## **16.9 Other Expenses**

Upon prior approval of the Department Head, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs as provided in Article 16.8.

## **16.10 Compensation for Vehicular Damage**

An employee may be compensated by the City for property damage to a private vehicle owned by the employee or his or her spouse, provided that at the time the damage occurred the employee was using the vehicle within the scope of his or her employment and directly in pursuit of City business. The City shall pay the employee the actual cost of the damage less monetary damages paid the employee by the employee's insurance plan, provided the total payment by the City shall not exceed one hundred dollars (\$100.00) for any one (1) occurrence. It is further understood that payment shall be made only in the event a City-owned vehicle was not assigned to or available for use by the employee; the employee is not required to keep a vehicle available as provided in Section 2.16 of the Redwood City Code; and that the employee has diligently pursued his or her legal remedies to obtain payment for the damages in an amount which totally compensates for the damages, the employee shall reimburse the City any payments made as provided by this Article 16.10.

Except as otherwise specifically provided in this article, the existing City policy on Use of City Owned and Private Vehicles for City Business shall be followed.

## **16.11 Bilingual Pay**

RCMEA members who are assigned job duties requiring bilingual skills as determined by the employee's Department Head, are eligible to receive a two and one-half percent (2.5%) pay differential for the use of bilingual skills in job duties arising during the normal course of work.

RCMEA members with advanced bilingual skills who are assigned job duties requiring advanced bilingual skills as determined by the employee's Department Head are eligible to receive a five percent (5%) pay differential for the use of these advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for the purpose of the five percent (5%) pay differential shall be defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. Employees who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

Eligibility for the regular or advanced bilingual pay differential shall be determined by the Personnel Officer on the basis of an oral proficiency test and an oral and written proficiency test, respectively. Both tests will be developed and administered by the City. To retain the 2.5% or 5% differential, employees will be required to pass the City's proficiency test once every three years.

## **16.12 Temporary Upgrade**

An employee temporarily assigned by the supervisor to work in a higher paid classification shall receive a temporary upgrade to the lowest point of the range in the higher classification, or an increase of five percent (5%), whichever is greater. This temporary upgrade shall be effective on the 11th work day in the higher classification. In no event shall the employee so assigned receive more than the top of the range for the higher classification.

### **16.13 Certification Pay for Parks, Recreation and Community Services Manager**

Parks, Recreation and Community Services Managers who hold a current State of California Qualified Applicator Certification and are assigned by the Parks, Recreation and Community Services Director to perform qualified applicator duties, shall receive certification pay of 2.5% of base salary.

### **16.14 Educational Expense Reimbursement**

**16.14.1** Management unit employees shall be eligible for reimbursement of costs of tuition, registration fees, books, calculators, and other related items and supplies that are incurred in connection with enrollment in and successful completion of an education development program or course.

**16.14.2** An employee shall be eligible to receive reimbursement not to exceed six hundred and fifty dollars (\$650.00) per fiscal year, if approved in advance of enrollment by the Personnel Officer and the employee's department head, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars.

**16.14.3** The Personnel Officer may establish standards and criteria and enact such rules, regulations, procedures and policies as are necessary or appropriate to implement the provisions of this Article 16.14.

### **16.15 Training**

The Personnel Officer is responsible for developing training programs in order to improve the efficiency and broaden the knowledge of employees in the performance of their duties. Successful completion of special training may be considered in making advancements and promotions. The Association may appoint a member to meet with the Personnel Officer to plan, evaluate and recommend training programs.

### **16.16 Licenses and Certificates**

Employees who are required by State or Federal agencies, or by job description, to be licensed or certificated shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C" required by the Department of Motor Vehicles.

### **16.17 Vacations**

**16.17.1** All regular full-time management unit employees shall be entitled to vacation leave from the commencement of their employment with the City.

**16.17.2** The time during the calendar year at which an employee shall take vacation shall be determined by the department head with due regard to the wishes of the employee and with particular regard to the needs of the service. During the period from March 1 through April 15 of each calendar year, all employees shall, on a form provided by the City, indicate their preferences for vacation periods. Preference of vacation date shall be given to employees according to their length of service in as reasonable manner as possible. Each department will post a final vacation schedule by April 30 of each year. Department Heads may apply an alternate vacation scheduling procedure subject to mutual agreement between the City and RCMEA.

**16.17.3** Full-time employees shall be entitled to accrue annual vacation leave as follows:

Upon date of hire through the fourth year of service, workers shall accrue vacation at a rate (3.077 hours per pay period) that yields 80 hours of vacation per year.

The fifth year of service through the ninth year of service, workers will accrue vacation at a rate (4.615 hours per pay period) that yields 120 hours of vacation per year.

The tenth year of service through the sixteenth year of service, workers will accrue vacation at a rate (6.154 hours per pay period) that yields 160 hours of vacation per year.

The seventeenth year of service through the nineteenth year of service, workers will accrue vacation at a rate (6.923 hours per pay period) that yields 180 hours of vacation per year.

The twentieth year of service and subsequent years of service, workers shall accrue vacation at a rate (7.692 hours per pay period) that yields 200 hours of vacation per year.

**16.17.4** Vacation leave shall not be accumulated in excess of two (2) years accrued vacation leave computed through the pay period that includes the 31st of December, except upon written authorization of the Personnel Officer.

**16.17.5** Upon termination of employment an employee shall be paid cash value of his or her accrued vacation leave at the time of the termination, in accordance with the above schedule.

#### **16.18 Illness During Vacation**

**16.18.1** An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on sick leave under the following conditions:

**16.18.1.1** The employee has the requisite amount of accrued, unused sick leave and otherwise qualifies for sick leave as provided by this Agreement; and,

**16.18.1.2** The employee, if no longer ill, returns to duty immediately following the vacation period; and,

**16.18.1.3** The employee's illness is verified by a statement from an accredited medical doctor for each such day of sick leave requested.

**16.18.2** When the employee's vacation leave is converted to sick leave, the appropriate credit of vacation leave shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation leave credit shall be provided within the City's existing practices.

## **16.19 Recognized Holidays**

**16.19.1** The following are the recognized holidays:

New Year's Day  
Martin Luther King, Jr. Day (observed on the third Monday in January)  
Presidents' Day (observed on the third Monday in February)  
Memorial Day (observed on the last Monday in May)  
Independence Day  
Labor Day (observed on the first Monday in September)  
Veterans Day (observed November 11)  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

**16.19.2** Two administrative holidays and such other days as may be proclaimed local holidays. Administrative Holidays may only be taken in eight (8) hour increments. At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

## **16.20 Weekend Holidays**

When any of the above holidays listed in Article 16.19.1 fall on Sunday, the following Monday shall be considered the holiday. When any of the above holidays fall on Saturday, the proceeding Friday shall be considered the holiday.

## **16.21 Work on a Holiday**

A management unit member who is required to work on any of the holidays listed in Article 16.19.1 above shall receive instead a paid day off on the workday either preceding or following the holiday as determined by the department head, or shall receive up to eight (8) hours of Non-Accrued Vacation Leave (NAVL).

## **16.22 Holiday During Vacation**

In the event any of the holidays specified in Article 16.19.1 above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

## **16.23 Deferred Compensation**

Effective October 1, 2002, the City shall contribute an amount equal to two percent (2%) of base monthly salary to a deferred compensation plan offered by the City.

Employees on no-pay status will have this amount prorated based on total number of hours of no-pay status during the pay period.

## **16.24 Uniform Allowance for Emergency Preparedness and Outreach Coordinator**

The City shall provide reimbursement up to six hundred dollars (\$600.00) per year as a uniform allowance for the Emergency Preparedness and Outreach Coordinator. Reimbursement is based on a fiscal year.

Reimbursement shall be processed through the payroll system upon proof of purchase. Upon mutual agreement of the parties, workers can also purchase uniforms through a voucher system arrangement between one or more uniform vendors and the City.

## **ARTICLE 17**

### **HOURS OF WORK**

The regular workweek for employees assigned to full-time status shall be forty (40) hours per week.

## **ARTICLE 18**

### **LEAVE PROVISIONS**

#### **18.1 Sick Leave**

**18.1.1** Sick leave with pay shall be granted to all regular full-time employees, except as hereinafter provided, at the rate of one (1) working day for each full calendar month of service from the commencement of their employment with the City.

Pursuant to Article 18.9, a qualifying employee may also request family and medical leave if he or she is unable to perform his or her job because of a serious health condition, or needs to care for a child, following birth or placement, or needs to care for a spouse, domestic partner, child or parent who is seriously ill. Leave shall be in accordance with the City's Family Medical Leave Act Policy.

**18.1.2** Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members whose illness requires the employee's care. For the purpose of this article, immediate family means spouse, domestic partner (as defined and recognized under state law), child, stepchild or parent.

**18.1.3** Unused sick leave may be accumulated to maximum sick leave credits of one-thousand two-hundred (1200) hours.

**18.1.4** In the event an employee has accumulated the maximum sick leave credits of one-thousand two-hundred (1200) hours and the employee becomes so severely ill that he or she exhausts his or her sick leave, the Personnel Officer may, upon the written recommendation from the employee's department head, authorize additional sick leave to include any sick leave in excess of the one-thousand two-hundred (1200) hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

**18.1.5** An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the preceding 26 pay periods) by requesting payment of unused sick leave in writing to

the Director of Finance on or before December 1 of that year. Payment shall be made at twenty-five (25%) of the value of the unused sick leave, or fifty percent (50%) of the value of the unused sick leave when no more than ten (10) hours of sick leave have been used for the preceding (26) pay periods at the salary for the year in which the payment is being made. Payment shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year. Use of Personal Business Leave shall be excluded from the definition of sick leave for the purposes of this article.

- 18.1.6 Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of one-thousand two-hundred (1200) hours .
- 18.1.7 If an employee terminates his or her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service. Employees who have ten (10) years of service and who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of accrued unused sick leave. In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy will receive the payment of such unused sick leave as provided under the provisions for an employee who elects to receive compensation in lieu of sick leave credits. Employees discharged shall not be eligible for payment of unused sick leave.
- 18.1.8 If an employee's illness or the illness of a family member results in an absence from work for three (3) or more days, a doctor's certificate or other reasonable proof of illness may be required by the City.
- 18.1.9 If a supervisor believes there is an abuse of sick leave, the supervisor may require the employee to provide medical verification for all future sick leave absences for a period of ninety (90) days, upon written notification by the supervisor to the employee.

## 18.2 Industrial Disability Leave

- 18.2.1 A management unit employee who is employed by the City as of March 31, 1983, who suffers any disability arising out of and in the course of his or her employment as defined by the Workers' Compensation laws of the State of California, shall be entitled to industrial disability leave without loss of compensation for the period of such industrial disability to a maximum of one (1) year, or upon retirement, whichever comes first.

Employees hired on or after April 1, 1983, shall be entitled to industrial disability leave without loss of compensation for the period of such industrial disability to a maximum of sixty (60) days or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation insurance coverage. The City reserves the right to withhold payment of any industrial disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

- 18.2.2 Employees shall not accrue sick leave or vacation leave credits during any period of industrial disability exceeding one (1) month.

**18.2.3** An employee who is unable to perform his or her job due to a serious health condition may also request family and medical leave in accordance with Article 18.9.

**18.3 Military Leave**

The provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

**18.4 Leave of Absence Without Pay**

**18.4.1** Upon written request of an employee, the Personnel Officer may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the Personnel Officer and the department head.

**18.4.2** During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

**18.5 Jury Duty**

Any employee whose name shall be selected from the list of trial jurors or serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his or her absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

**18.6 Parental Leave of Absence Without Pay**

**18.6.1** Parental leave of absence without pay shall be granted upon request to non-disabled, qualifying employees for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year.

**18.6.2** Parental leave shall be granted when the following conditions have been met:

**18.6.2.1** The employee shall notify his or her immediate supervisor in writing no later than ninety (90) days prior to the tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

**18.6.2.2** Within thirty (30) days of the beginning of the parental leave, the employee shall submit to the Personnel Officer the specific date he or she intends to begin the leave, and a notice of intention to return to work.

- 18.6.2.3 The Personnel Officer or his or her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.
  - 18.6.3 The employee on leave shall be returned to his or her original position. If that original position has been eliminated, applicable layoff and reemployment rules shall apply.
  - 18.6.4 A parental leave, absent physical disability, is granted without pay for the duration of leave. Where an employee has accrued paid vacation, NAVL, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy and FMLA/CFRA regulations.
  - 18.6.5 The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. Medical and dental insurance coverage during any portion of parental leave that does not run concurrently with California Family Rights Act Leave shall be at the employee's own expense.
  - 18.6.6 The foregoing Parental Leave provision shall be subject to applicable federal and state law. Pregnancy Disability Leave, Family Medical Leave and California Family Rights Act Leave will run concurrently with Parental Leave as permitted by law.
  - 18.6.7 In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to 52 workweeks during any 12-month period.
- 18.7 Leave for Pregnancy Disability**
- 18.7.1 In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.
- 18.8 Bereavement Leave**
- 18.8.1 In the event of a death in the immediate family of an employee of the City, that employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is 300 or more miles from the City. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff or sick leave.
  - 18.8.2 For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.
  - 18.8.3 In the event of the death of an active City employee, the City will excuse (without loss of pay) those employees who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

- 18.8.4 Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased.

## 18.9 Family and Medical Leave

- 18.9.1 In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993 and City policy, regular part-time and full-time employees with one year or more years of service are entitled to leave.

## 18.10 Court Appearance Leave

Leave for court appearance due to a summons to testify as a witness in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her City job duties shall be granted by the City for court appearance on behalf of the City with no loss of salary.

An employee is not entitled to Court Appearance Leave for time an employee spends:

- Testifying on his or her own behalf;
- In preparation for the trial, including answering the government's interrogatories, and observing the conduct of the trial, if an employee is a party in a suit against the city (i.e., plaintiff);
- If summoned for a criminal or traffic violation in connection with his or her appearance in court as a defendant;
- If the employee brings or responds to a suit, or is summoned to provide testimony in a nonofficial capacity, in a proceeding to which the City is not party; or
- In court if appearing voluntarily.

## 18.11 Personal Business Leave

- 18.11.1 An employee shall be entitled to a maximum of two (2) days per year for Personal Business Leave for any reason without loss of pay. Such leave shall be deducted from accrued sick leave.
- 18.11.2 An employee must secure advance permission for all Personal Business Leave as defined above, and shall normally notify the department head two (2) days before taking this leave, unless any emergency exists which prohibits the employee from providing such advance notice.

## ARTICLE 19

### HEALTH PLANS

## 19.1 Health and Cafeteria Plans

- 19.1.1 The City agrees to contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees and qualifying annuitants, pursuant specifically to Government Code Section 22825 and 22850. Upon the request of the City, the parties will re-open this Article 19.1.1 to meet and confer on modifying 19.1.1 to provide a different group health plan.
- 19.1.2 The City's maximum contribution for each eligible active employee for a Health Benefits Plan (as referenced in Government Code 22825) shall not exceed the CalPERS minimum contribution,

and shall be adjusted annually by the CalPERS Board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

**19.1.3** In the event there are any costs not charged to the City due to delays by CalPERS and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.

**19.1.4** Cafeteria Plan:

Available Benefits: The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan for the purpose of providing employees access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:

- A. Group Health Plan Medical Premiums
- B. Flexible Spending Account for Dependent Care
- C. Flexible Spending Account for Medical Expenses

**19.1.5** City Contribution:

Effective January 1, 2012, the City's monthly contribution for each eligible full-time employee for the aforementioned Cafeteria Plan shall be equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus any costs incurred by the City to maintain the Health Benefits Plans under Government Code Section 22750, et. seq. (see 19.1.2).

**19.1.6** Effective January 1, 2012, if an employee elects no health coverage and shows evidence of other coverage, \$200 per month will be credited to the employee's flexible spending accounts or may be taken as cash.

**19.1.7** For employees covered by this Memorandum of Understanding, the amounts in this Article 19, shall be prorated for each regular part-time employee working (20) or more hours per week.

**19.1.8** Any funds remaining at the end of the fiscal year in each individual Cafeteria Plan account shall be returned to the general fund for use consistent with IRS Code Section 125.

## **19.2 Retiree Health**

For RCMEA members employed by the City who have ten (10) years of service and retire under the City's retirement, the maximum City contribution toward health plan coverage shall be equal to the CalPERS Bay Area Kaiser family premium for employee only. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining amount.

## **19.3 Dental Insurance**

The City shall continue to provide to eligible employees and dependents dental insurance program through the term of this agreement to include coverages as follows: \$2,000 annual cap for basic coverage and \$2,500 lifetime cap for orthodonture effective October 1, 2001. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

#### **19.4 Vision Care**

The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents. The Vision service Plan B provides for an exam every 12 months, lenses every 12 months if needed, and frames every 2 years if needed. There is to be no deductible for employees, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

#### **19.5 Savings Clause**

**19.5.1** If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

**19.5.2** If, as a result of such law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the major medical plans. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under the major medical plan and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

**19.5.3** If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution.

#### **19.6 Life Insurance**

The City shall offer to eligible employees additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the city and the employee respectively.

#### **19.7 Long Term Disability**

The City will contract to provide Long Term Disability Insurance for RCMEA employees. The City, for the term of this agreement, will pay the full cost of the basic rate (basic rate provides for up to a \$3,000 maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional \$3,000 monthly payout. The total maximum monthly payout available will be \$6,000.

**19.8 Social Security**

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

**19.9 COBRA**

The City may cause employees not entitled to the benefits set forth in Article 19, who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

**ARTICLE 20**

**SAFETY**

**20.1** Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.

**20.2** Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is witness to an accident shall, if requested, give full and truthful testimony as to same.

**20.3** Employees shall not be required to operate equipment that has been deemed unsafe.

**20.4 Substance Abuse**

**20.4.1** It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential danger.

**20.4.2** It is in the best interest of the City, the Association, affected employees, and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substances or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or the ability to use City property or equipment safely.

**20.4.3** The City shall continue to provide an employee assistance program for the duration of this Agreement. This program will be provided for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance. In the event that the employee refuses to participate in such counseling or in the event the drug and/or alcohol problem is not resolved through such counseling, the City reserves the right to take disciplinary action against the employee, up to and including dismissal.

- 20.4.4** The City may compel an employee who is unable to perform the duties of his or her position to submit to a medical examination on the City's time by a doctor selected by the City and paid at the City's expense. The City and the Association agree to exchange ideas and information regarding the establishment of a City Alcohol and Drug Abuse Policy during the term of this Agreement.

## ARTICLE 21

### GRIEVANCE PROCEDURE

#### **21.1 Definition**

**21.1.1** A grievance shall be defined as any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure. Performance evaluations and Letters of Reprimand shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with City's policy against Workplace Harassment, Discrimination and Retaliation and shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for Association activity shall be grievable.

**21.1.2** A working day is any day that the City's offices are open for business.

#### **21.2 Procedure**

Grievances as defined in Article 21.1 above shall be processed only in the following manner:

**21.2.1** Any employee who believes that he or she has a grievance may discuss the grievance with the top management official in the employee's department, or with such subordinate management official as the department head may designate, within twenty (20) working days of the event leading to the grievance or within twenty (20) working days of the date the employee knew or should have known about the event leading to the grievance, whichever is later. If the issue is not resolved within the department, the procedures hereinafter specified may be invoked.

**21.2.2** The employee may then notify the Personnel Officer and the Association in writing within twenty (20) working days of the informal grievance discussion described in Section 21.2.1, that a grievance exists. The notification shall state the particulars of the grievance and the remedy which is desired. The Personnel Officer shall investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Article 21.2.4 below which has not first been filed and investigated pursuant to this Article 21.2.2. The Personnel Officer shall have twenty (20) working days from the date of notification to issue his or her decision on the subject grievance. Such notification shall be sent in writing to the grievant and the Association.

**21.2.3** Any grievance which has not been resolved by the procedures set forth above may be referred to the City Manager by the grievant or by the Personnel Officer within five (5) working days of receipt of the decision of the Personnel Officer. Any such referral shall be in writing, and shall include the specific issues involved together with a statement of the resolution which is desired. A representative of the City Manager, who shall not be the Personnel Officer, shall investigate the

merits of the grievance, meet with the grievant and make recommendations to the City Manager within twenty (20) working days.

#### **21.2.4 Appeal**

**21.2.4.1** Any grievance which is not resolved pursuant to Articles 21.2.1 through 21.2.3 above may be appealed in writing by the Association requesting that an Appeals Board be convened to hear the grievance. The Association shall have five (5) working days after being notified pursuant to Article 21.2.3 to file such an appeal. The Appeals Board shall consist of three individuals who shall be selected as follows: One member selected by the City Manager; one member selected by the Association; one member to be mutually selected. In the event agreement is not reached on selection of the third member of the Appeals Board, the parties shall strike names from a list of five (5) names provided by the State Mediation and Conciliation Service. The Appeals Board shall convene within three (3) months unless the time is mutually extended by both parties. Notice of the Appeals Board's hearing shall be issued in writing to the interested parties at least one week prior to the date the hearing is scheduled, and such notice shall include the date, time and place of the hearing as designated by the Appeals Board.

**21.2.4.2** The Appeals Board shall select one of its members to act as chairman. The chairman shall preside over all hearings conducted by the Board, and the Board shall determine its own rules and procedures. The Board shall have the power to examine witnesses under oath which shall be administered by the chairman, and shall hear all testimony, receive documentary evidence, and conduct investigations to the extent it deems necessary, on all issues presented. Strict rules of evidence need not apply. The Board may cause a written transcript of its hearings to be prepared.

**21.2.4.3** Upon conclusion of its hearing and investigation the Appeals Board shall certify its findings and recommendations in writing to the Association and to the City Manager within fifteen (15) working days. Within fifteen (15) working days of receipt of the findings and recommendations of the Appeals Board, the City Manager shall advise the interested parties in writing of his or her decision. The decision of the City Manager shall be final and binding on grievances except those relating to contract interpretation issues.

**21.2.5** No grievance involving the suspension, discharge, reduction in pay, or demotion of such an employee will be entertained unless it is filed in writing with the Personnel Officer within five (5) working days of the time at which the affected employee was notified of such action. The Personnel Officer, with the concurrence of the City Manager, and in pursuance of the provisions of Article 21.2.2 above, or the City Manager, in pursuance of the provisions of Article 21.2.3 above, may resolve a grievance which involves suspension, discharge, reduction in pay, or demotion.

#### **21.2.6 Binding Arbitration**

**21.2.6.1** Only grievances involving contract interpretation disputes may be referred to Binding Arbitration.

- 21.2.6.2** Grievances involving the suspension, discharge, reduction in pay or demotion of an employee may not be referred to Binding Arbitration.
- 21.2.6.3** Contract interpretation grievances may only be referred to Binding Arbitration after they have been thoroughly processed through Article 21.2.5 of the grievance procedure and a decision has been rendered by the City Manager.
- 21.2.6.4** Within twenty (20) days of the grievant's receipt of the decisions in Article 21.2.5, the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Association and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 21.2.6.5** If either the City or the Association so requests, a separate arbitrator shall be selected to determine the issue of arbitrability. The process to be used in selecting an arbitrator shall be as set forth in Article 21.2.6.4.
- 21.2.6.6** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him or her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 21.2.6.7** The City and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he or she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.
- 21.2.6.8** The City and the Association agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either:  
(1) that the position of the association shall be sustained; or  
(2) that the position of the City shall be sustained.
- 21.2.6.9** After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his or her findings and award.
- 21.2.6.10** The award of the arbitrator shall be final and binding.
- 21.2.6.11** The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

## ARTICLE 22

### OUTSIDE EMPLOYMENT

- 22.1** A unit member shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the City, or with the duties, functions, or responsibilities of the City.
- 22.2** A unit member shall secure written approval from the City Manager prior to engaging in any employment, activity, or enterprise for compensation which could be judged to be inconsistent with, incompatible to, or in conflict with the unit member's duties as an employee of the City. Requests for approval of such outside employment shall be submitted to the City Manager in writing no less than five (5) days prior to the anticipated commencement date of the outside employment.
- 22.3** Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:
- 22.3.1** The use for private gain or advantage of City time, facilities, equipment or supplies;
  - 22.3.2** The use of the uniform, prestige or influence of the unit member's City office or employment;
  - 22.3.3** Receipt or acceptance by the unit member of any money or other consideration from anyone other than the City for the performance of an act which the unit member would be required or expected to render in the regular course of hours of his or her City employment or as a part of his or her duties as a City employee;
  - 22.3.4** The performance of an act in other than his or her capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the City or any of its officers or employees;
  - 22.3.5** Such time demands as would render performance of his or her duties as a City employee less efficient.
- 22.4** Any unit member who is determined to have engaged in an activity prohibited by or in violation of this Article 22 shall be subject to disciplinary action including, without limitation, suspension or termination. The unit member shall receive notice of the proposed discipline and shall have the right to appeal through the Grievance Procedure contained in this Memorandum.

## ARTICLE 23

### SEPARABILITY OF PROVISIONS

- 23.1** Should any article, clause or provision of this Memorandum of Understanding be declared illegal by a final judgment of a court of competent jurisdiction, the judgment shall not invalidate the remaining portions of the

Memorandum of Understanding, which shall remain in full force and effect for the duration of this agreement.

- 23.2 If the judgment of a court of competent jurisdiction invalidates any portion of this agreement, the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

#### ARTICLE 24

#### ENTIRE AGREEMENT

The parties acknowledge that during the meetings which preceded this MOU, each had the unlimited right and opportunity to make proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Therefore, for the life of this MOU, the City and the Association voluntarily and unqualifiedly waive the rights and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered in this MOU.

Nothing in the foregoing shall prevent the parties to this agreement from meeting and conferring during the term of this MOU in matters of mutual concern. Such meeting-and-conferring shall be established and continued by mutual consent only. If, after meeting and conferring between the management representatives and the majority employee representatives, no agreement has been reached, such items under discussion shall remain unchanged.

#### ARTICLE 25

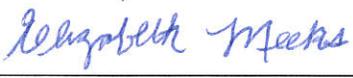
#### TERM

- 25.1 This Memorandum of Understanding, and any amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding shall remain in effect for those employees employed in those classifications which comprise the Management Unit for the period October 1, 2013, and including September 30, 2016.
- 25.2 The terms of this Agreement and its side letters shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific articles of this Agreement.

CITY OF REDWOOD CITY

BY   
Robert B. Bell, City Manager

REDWOOD CITY MANAGEMENT  
EMPLOYEES ASSOCIATION

BY   
Elizabeth Meeks, President

