



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 521

FEBRUARY 1, 2014 - JANUARY 31, 2017

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PREAMBLE

This Memorandum of Understanding is entered into pursuant to the provisions of Sections 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 workers in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such workers.

This Memorandum of Understanding shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing February 1, 2014 and ending January 31, 2017.

ARTICLE 1 - RECOGNITION

1.1 Union Recognition

Service Employees International Union Local 521 has been recognized as the Exclusive Representative, pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972, for the regular full-time and regular part-time workers assigned to the classes set forth in Appendix A which is attached hereto and made a part hereof. This unit of workers shall for the purpose of identification be titled the SEIU Unit.

1.2 Employer Recognition

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

ARTICLE 2 - NO DISCRIMINATION

It is the policy of the City of Redwood City to provide equal employment opportunity to all workers 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 workers 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, marital status, religious or political preference or union affiliations.

ARTICLE 3 - UNION SECURITY

3.1 Union Representatives

A qualified representative of the Union shall be allowed to visit the work location for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. A qualified representative of the Union shall report to management before proceeding to the work location. He/She shall not interfere with the normal conduct of work. Activities such as the soliciting of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections and distributing literature is strictly prohibited during working hours without the prior approval of the Personnel Officer or his/her representatives.

3.2 Use of City Facilities

The Union may, with the prior notice to the Human Resources Manager, be granted the use of City facilities for meetings of City workers provided space is available and does not interfere with City business. The use of City equipment, other than items normally used in the conduct of meetings, is strictly prohibited.

3.3 Bulletin Boards

The Union may use portions of designated City bulletin boards in those areas which have workers in the SEIU Unit for the purpose of posting notices of official Union business such as times and places of

meetings. The bulletin board may be used for lawful political or campaign notices.

3.4 Advance Notice

The Union 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 Union 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 when City management determines that an ordinance, rule, regulation, or resolution must be adopted immediately, without prior notice or meeting with the Union, the City shall provide the Union 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.

3.5 Availability of Data

The City shall make available to the Union 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.

3.6 Unit Workers

The City shall supply the Union with the names, classifications and addresses (with the individual worker's consent) of all present and newly hired workers in the SEIU unit on a quarterly basis. The worker's consent shall be given on a form agreed to by the City and the Union. Copies of all new forms (including changes to previously submitted forms) shall be furnished to the Union by the City. On a quarterly basis the City shall supply the Union with the names and classifications of all contract workers, and the names, classifications, departments and fiscal year to date cumulative hours worked of all casual workers, assigned to classifications within the Local 521 bargaining unit.

3.7 New Workers

New workers hired and assigned to classifications covered by the SEIU Unit shall be advised by the City that Local 521, Service Employees International Union, is the recognized bargaining representative in said unit. The City agrees to distribute to all new workers in the SEIU Unit a reasonable amount of materials provided by the Union at its expense.

3.8 Printing of the Agreement

The Union agrees that the Union shall complete the printing of this Agreement. The Union and the City will share equally in the printing costs. The cover of the agreement shall bear both the City and Union Logo. The Union agrees to provide each bargaining unit member with a copy of this Agreement. The Union agrees to provide the Personnel Officer with sufficient copies of this Agreement so that each new bargaining unit worker hired through the life of this Agreement shall be provided with a copy of this Agreement.

3.9 Payroll Deduction

The City shall deduct Union membership dues and any other mutually agreed upon payroll deduction from the pay of member workers. The dues deduction must be authorized in writing by the worker on an authorization card acceptable to the City and the Union. The City shall remit the deducted dues to the Union on a bi-weekly basis.

Upon voluntary request by the worker, the City will make a deduction for "COPE" along with other deductions sent to the Union.

3.10 Hold Harmless

The Union agrees to indemnify, defend the City, and hold it harmless, from any and all claims, demands, suits, or any other action that arise from the provisions of this agreement.

ARTICLE 4 - AGENCY SHOP

4.1 Duty of Fair Representation

The Union, as the exclusive representative, has the duty to provide fair and non-discriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

4.2 Options Available to Workers

All workers covered by this MOU shall, within thirty (30) days of the date upon which said worker was formally hired by the City as a bargaining unit worker, as a condition of regular employment either:

- (1) Become and remain a member of the Union;
- (2) Pay to the Union, through payroll deduction, an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which shall be less than the monthly dues made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or,
- (3) Present to the Union and the Director of Finance a written declaration that the worker is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the agency fee described in (2) above to one of the following:
 - A. The American Cancer Society;
 - B. The American Heart Association;
 - C. The Sickle Cell Anemia Research and Education, Inc. (SCARE); or
 - D. Any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with the Union, nor can such charity be related to an established religious organization.

4.3 Financial and Hudson Procedure Reporting by the Union

The Union shall annually provide the Director of Finance with copies of the financial report, which the Union annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any worker, until such report is filed.

The Union shall provide the City with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee pay or covered by this Memorandum of Understanding and as a condition to any percentage change in the agency fee.

4.4 Exceptions

Part-time, non-exempt bargaining unit workers shall pay a pro-rated agency fee on the basis of said worker's annual salary as compared with the same annual salary for a comparable full-time worker.

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues, agency fee or charity fee required in this Article, no such deduction shall be made for the current pay period.

4.5 Inactivity and Reinstatement

The provisions of Article 4.2 shall not apply during periods that a worker is separated from the bargaining unit, but shall be reinstated upon the return of the worker to the bargaining unit. For the purpose of this Section, the term "separation" includes transfer out of the bargaining unit, layoff, termination and leave of absence without pay.

4.6 Compliance

Workers may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established union dues, agency fee, or charity fee as defined in Article 4.2 above, subject to the conditions set forth elsewhere in this Memorandum of Understanding for payroll deductions. Upon voluntary authorization duly completed and executed, the City will deduct from the pay of union members and pay to the Union bi-weekly, the normal and regular monthly union dues, agency fee, or charity fee.

In the event that a regular worker who is not exempted from payment under Article 4.2 does not voluntarily sign and deliver to the City an authorization to deduct union dues, agency fee, or charity fee, within thirty (30) days of the date on which the worker was formally hired by the City as a bargaining unit worker, the City shall deduct from the pay of the worker and pay to the Union bi-weekly the normal and regular monthly agency fee without the approval of the worker.

All transmittal checks to the Union will be accompanied by documentation which includes the worker's name, gross pay, job title, department, hire date, dues or fee deduction amount, and membership status (member, agency fee or charity fee).

The City will hand out to new workers payroll deduction authorization forms and membership applications, which the Union will supply to the City.

4.7 Hold Harmless

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, orders or judgments, or other forms of liability that arise out of or by reason of this union security Article, or action taken or not taken by the City under this Article. This includes, but is not limited to, the City's attorneys' fees and costs.

ARTICLE 5 - 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 content of job classifications; to hire, transfer, promote, suspend, discipline and discharge workers; to assign work to workers in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to lay off workers 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 6 - STEWARDS AND OFFICIAL REPRESENTATIVES - AND RELEASE TIME

6.1 Stewards

- 6.1.1 The City recognizes the right of the Union to designate a job Steward to handle such Union business as may from time to time be delegated by the Union. A job Steward has no authority to take any action which interrupts the City's operations, or any action in violation of the law. The names of the Stewards so designated shall be forwarded in writing to the City's Personnel Officer and the City's Personnel Officer shall be advised in writing of any changes of Stewards thereafter.
- 6.1.2 The City will recognize a Steward selected by the Union as its representative in settling grievances with the City Management. It is understood and agreed that handling of any grievance will not unreasonably interfere with the duties of the Steward as a worker. Accordingly, a Steward who is released by a supervisor to investigate a grievance or to meet with City officials shall return promptly to his/her regularly assigned duties.
- 6.1.3 One Steward shall be relieved from assigned work duties by the supervisor to attend meetings arranged with management and to investigate and process grievances initiated by other workers within the same work area. In no event shall the Steward order any changes and no changes shall be made except with the consent of the appropriate Department Head.
- 6.1.4 The Union may designate a Chief Steward who may assist other Stewards in their duties, including being present at grievance meetings commencing with the procedures of Article 26.2.2. Such Chief Steward shall be subject to the foregoing conditions applying to other Stewards. The City recognizes that the Chief Steward may require more release time than Stewards.

6.2 Official Representatives

With respect to the meet and confer process, eight (8) Union representatives shall be the maximum number of workers who will be allowed concurrent time off without loss of compensation. The Union shall submit the names of all such worker representatives to the Personnel Officer at least two (2) working days prior to such meetings and the representatives shall advise their supervisors in advance prior to leaving their work assignments to attend such meetings.

6.3 Union Business Time Bank

Workers may authorize vacation and/or compensatory time accruals to be deducted to a Union Business Time Bank, to maximum of ninety-six (96) hours per calendar year. The designated Chapter Chair of the Union may use the time accumulated in the Union Business Time Bank for the conduct of Union business not otherwise authorized under Sections 6.1 or 6.2 above to a maximum of eight (8) hours per month. Any accumulated hours remaining in the Union Business Time Bank at the end of the year will be carried over into the next year. Any accumulated hours remaining in the Union Business Time Bank at the time of a change in the designated Chapter Chair will become available to the next Chapter Chair.

ARTICLE 7 - LAYOFF AND REEMPLOYMENT

7.1 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 or reduce the number of hours for any position in the competitive service, and the worker holding such position or employment may be laid off, either partially or completely, without the filing of written charges. Any appointing power may likewise lay off a regular worker whenever lack of work or funds shall require a reduction in the number of workers.

Both parties agree that the preferred means of reducing staff is through attrition.

7.2 Notification of Layoff

7.2.1 The City shall notify, in writing, the worker and the Union at least thirty (30) calendar days prior to the effective date of layoff and shall indicate the reason or reasons for the layoff. A copy of this Article 7, Layoff and Reemployment shall be attached to the written notice.

7.2.2 Upon request, the Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. The City will offer to meet and confer with the Union regarding the impacts of specific layoffs.

7.3 Grievance of Layoff

A worker, who receives notice of a specific action under the layoff procedure and believes that the layoff procedure has not been correctly applied, in the worker's case, may appeal as provided in the grievance procedure. The decision itself to lay off shall be specifically excluded from the grievance or any other appeal procedure.

7.4 Order of Layoff

- 7.4.1 Prior to any layoff within the SEIU Unit, non-regular employees performing duties of the affected classifications shall be separated from service first. No non-regular employees shall be employed until all regular workers in the SEIU Unit are reemployed or offered reemployment from the appropriate reemployment list.
- 7.4.2 In the event further reductions are necessary, workers with the least amount of combined service in the classification affected and any former classification of equal or higher rate of pay that the worker may have held with the City (classification shall be defined as the individual job title as listed in Appendix A) shall be the first laid off.

For the purposes of calculating combined service in classification, time served in a classification which changed title as the result of a reclassification will be added to the seniority in the new classification if the reclassification did not result in at least a five percent (5%) salary increase.

- 7.4.3 If two (2) or more workers have an equal length of service as defined in 7.4.2 above, the order of layoff shall be determined by the workers' rank on the eligibility list for his/her current classification. The worker's ranking on the eligibility list is determined by his/her score on the final examination in the testing process for his/her current classification. If two (2) or more workers have an equal length of service and a tie ranking on the eligibility list, the order of layoff will be determined by his/her score on the classification test immediately preceding the examination that established the eligibility list, assuming such an examination was conducted.

7.5 Bumping Rights

The following section describes three distinct options available for workers who have received a notice of layoff. Any worker who has received a notice of layoff must exercise these options, outlined as follows. First, a worker must exhaust his/her bumping rights as described in Article 7.5.1. If a worker is unable to bump in accordance with the provisions in Article 7.5.1 and will suffer a layoff, the worker can then, and only then, elect to exercise his/her options as described in either Article 7.5.2 or Article 7.5.3, at the discretion of the worker.

- 7.5.1 A regular worker who has received a notice of layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, or another department, provided that in order to displace the worker with less service the laid off worker must have held regular status in the classification into which he/she is bumping.
- 7.5.2 A worker who was unable to bump in accordance with the provisions in Article 7.5.1 and will suffer a layoff, may elect to bump a worker with less seniority in a lateral or lower classification in his/her job family as outlined in Appendix A. If two (2) or more workers request to bump the same worker with less seniority as described herein, the worker with the highest seniority, as defined in Article 7.5.7, will have his/her request granted. Any additions, deletions or modifications to the Job Family charts in Appendix A shall be only through the formal meet and confer process.
- 7.5.3 If the worker is unable to bump a worker with less seniority as described in Article 7.5.1 or Article 7.5.2, or opts not to exercise his/her rights in Article 7.5.2, he/she may accept a voluntary transfer or demotion to a vacant position in a lateral or lower related classification in which no previous service has been rendered provided that, in the opinion of the Personnel Officer, the worker meets the minimum qualifications of the classification. If two (2) or more workers request to

transfer or demote into the same vacant position as described herein, the worker with the highest seniority, as defined in Article 7.5.7, will have his/her request granted.

7.5.4 Bargaining unit workers requesting to exercise their right to bump into a classification as provided in Articles 7.5.1, 7.5.2 or 7.5.3, must make such request to the Personnel Officer in writing within seven (7) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Article 7.

7.5.5 When a senior worker chooses to bump into a position in a lateral or lower related classification, said worker must accept the salary, hours and working conditions of the position. If the worker's salary prior to bumping is within the salary range of the lateral or lower related classification into which the worker is bumping, the worker will retain the salary held prior to bumping, even if that places the worker's salary between steps in the new salary range. If the worker's salary prior to bumping is above the top of the range of the lateral or lower related classification, the worker's salary will be placed at the top of the salary range of the lateral or lower related classification.

Workers who accept a voluntary transfer or demotion as described in Article 7.5.3 shall serve a probationary period of no more than twelve (12) months.

7.5.6 If a worker held regular status in more than one classification, he/she shall have the right to bump first into the highest classification in which regular status was previously held. Highest classification shall be defined as the classification with the highest top step in the salary plan in effect at the time of layoff.

7.5.7 Seniority for the purpose of exercising the bumping rights provided in this Article is defined as the total cumulative number of years of probationary and regular service with the City of Redwood City beginning with the worker's first date of employment with the City.

7.5.8 The Human Resources Department shall maintain an updated seniority roster indicating worker's class seniority, and City seniority. Such roster shall be available to the Union upon request.

7.5.9 Workers may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the worker's reemployment rights under this Agreement.

7.5.10 At the time of a layoff, workers who were previously members of the Bargaining Unit (e.g., who subsequently promoted out of the unit) shall have all the rights described in Article 7, except for those of section 7.5.2. Such former unit members can only exercise the rights of section 7.5.3 after all workers who are current unit members at the time of a layoff have exercised all rights in this Article 7 and a vacancy still exists for which a former unit member qualifies (as required in 7.5.3).

For such former unit member(s), the provisions of section 7.6.1 shall only apply to offers of reemployment to positions previously occupied by such former unit member(s). This restriction shall only apply for the term of the reemployment list generated by the layoff that caused such former unit member(s) to return to the bargaining unit.

7.5.11 A part-time regular worker may only bump into a part-time position in a lateral or lower related classification in accordance with the provisions of this Article.

7.5.12 A full-time regular worker may bump into a full-time or part-time position in a lateral or lower related classification in accordance with the provisions of this Article.

7.6 Reemployment

- 7.6.1 The names of workers laid off shall be placed on a reemployment list from most senior to least senior. The worker with the greatest seniority on the reemployment list, including those who exercised their bumping rights or who took a voluntary demotion, shall be offered reinstatement in a vacant classification with equal or less base salary compared to the classification from which the employee was laid off for which said worker meets the minimum qualifications. In the event the worker refuses two (2) offers of reemployment, said worker's name shall be removed from the reemployment list. The worker's name shall not be removed from the reemployment list if said worker refuses reemployment into a classification that is lower than the highest classification held by the worker. In hiring for a vacant position in a classification, such reemployment list shall take precedence over all other employment lists. (See Section 7.10 Promotional Exams regarding promotional opportunities while on a reemployment list).
- 7.6.2 Any worker who accepts an offer of reemployment to the highest classification he/she would have been entitled to at the time of layoff shall have his/her name removed from the reemployment list.
- 7.6.3 Any worker who is laid off and is subsequently eligible for reemployment shall be notified by the City in writing, sent by certified mail to the last address given the City by the worker, of any vacancies for which he/she is eligible. Workers so notified shall respond within seven (7) working days of the date notice was sent. Copies of all such reemployment notices together with a listing of workers to whom they were sent shall be sent to the Union.
- 7.6.4 The names of workers who exercise their right to bump into a classification as provided in Articles 7.5.1, 7.5.2 or 7.5.3, and the names of workers whose layoff results in unemployment from the City shall remain on a reemployment list for a period of two (2) years. This two (2) year period shall commence upon the date the worker begins his/her service in the lower/lateral classification into which he/she bumped as defined in Articles 7.5.1, 7.5.2 or 7.5.3, or upon the date unemployment from the City begins.
- 7.6.5 Any worker rehired as defined in Article 7.6 shall serve a probationary period of no more than twelve (12) months, unless the reemployed worker has prior service in the classification into which he/she is being rehired, or is rehired into a classification in their job family at the time of layoff, as listed in Appendix A.

7.7 Retirement in Lieu of Layoff

Notwithstanding any other provision of law, any worker who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The City shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the City shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

7.8 Benefits During Layoff

Workers whose layoff results in unemployment from the City shall not accrue any benefits, including, but not

limited to, vacation, sick leave, holidays, medical, dental, life insurance and uniform allowance. However, the City agrees to allow workers whose layoff results in unemployment from the City to continue to receive medical and dental benefits provided that the worker pays the total premium amount for medical and/or dental benefits. The worker will be allowed to pay this premium for the length of time said worker's name is on the reemployment list, as described in Article 7.6.4. Any worker reemployed from the reemployment list shall retain all sick leave accruals that the worker did not receive compensation for at the time of layoff.

7.9 Transition Allowance

If the City is unable to offer a regular position to a worker during the period beginning with notification of the layoff and ending ninety (90) days following the layoff, the City shall pay the worker a flat rate transition allowance of Two Hundred Dollars (\$200).

7.10 Promotional Exams

A worker who has been laid off and has been placed on a reemployment list shall be eligible, during the time the worker is on a reemployment list, to take promotional exams.

ARTICLE 8 - PERSONNEL FILES AND PERFORMANCE RATINGS

8.1 Personnel Files

8.1.1 A worker or his/her representative, on presentation of written authorization from the worker, shall have access to the worker's personnel file on request. The worker may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

8.1.2 A worker shall be informed of any performance-related document placed in his/her file prior to such placement.

8.2 Letters of Reprimand

8.2.1 The City shall furnish the worker copies of all letters of reprimand or warning prior to placement of such documents into the worker's personnel file. At such time, the City will furnish the Union with a general notification that a personnel action pertaining to the worker has occurred. The worker shall have twenty (20) working days to respond to a letter of reprimand or warning, and any written response provided by the worker shall be attached to the letter of reprimand or warning and placed in the personnel file. In the event a general notification is not sent to the Union and the Personnel Officer, such letter may not be used to support any subsequent disciplinary action.

8.2.2 Letters of reprimand may not be appealed through the grievance procedure. At the request of the worker, a letter of reprimand shall be removed from the worker's file if the worker has not been subject to subsequent disciplinary action – as defined in Article 13.1 – during the initial two-year period following the issuance of the letter of reprimand that the worker is requesting be removed from his/her file. Letters of reprimand which have been removed pursuant to this Section shall be sent to the worker.

8.3 Retention of Disciplinary Documents

If there has been no recurrence of conduct or performance deficiency forming the basis of a disciplinary action, after three (3) years the employee may request that a letter be placed in his or her personnel file reflecting the correction of such conduct or deficiency. Placement of such letter into the employee's personnel file is subject to approval of the Department Head and Personnel Officer.

8.4 Performance Ratings

Performance ratings shall be completed for all regular workers at least at six (6) months for probationary workers, and at least annually thereafter for all regular workers by department heads. A designated form shall be completed based upon the independent judgments of one (1) or more supervisors including the immediate supervisor of the worker being evaluated. The procedure and criteria for judgment shall be fair and consistent for all workers in the same class. Upon completion of the performance rating, it shall be presented to the worker for review and signature and a copy given to the worker prior to being transmitted to the Personnel Officer.

A worker shall have ten (10) working days to review and sign performance evaluations after which a copy shall be placed in the worker's personnel file.

ARTICLE 9 - PROBATION PERIOD

9.1 Duration

Original and promotional appointments shall be subject to a probationary period of one (1) year. Probationary employees absent thirty (30) calendar days or more due to approved leave(s) of absence may have their probationary period extended for the same duration as their absence(s); however, such extension will not result in the employee's probationary period lasting longer than 2080 hours actually worked. For the purpose of this provision, approved City holidays shall be considered time worked.

9.2 Rejection

During such probationary period a worker may be discharged for any reason which, in the opinion of the Department Head, is just and sufficient; provided, however, that there shall be no discrimination against any worker as provided in Article 2 of this Agreement. Should any worker discharged during the probationary period believe he/she has been subjected to such discrimination, the case may be appealed through the grievance procedure provided in this Memorandum of Understanding.

9.3 Promotional Probation

A worker who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which he/she was promoted; provided that this Section shall not be construed as to prohibit the City from discharging any worker during a subsequent promotional probationary period for those reasons and causes set forth in Article 13 herein.

9.4 Completion

At the conclusion of the probationary period, the Department Head shall file a written statement with the Personnel Officer recommending regular appointment or rejection of the probationer.

ARTICLE 10 - TRANSFER

10.1 A worker may be transferred for cause from a class in one department to the same class or related class in another department. The worker shall not suffer loss of any accumulated vacation, sick leave, or disability leave as a result of the transfer. The transferred worker shall be given ten (10) days advance notice before being transferred.

10.2 A worker who has been reassigned due to a layoff from a classification in one department to a position in the same or related classification in another department, may request and be eligible for a transfer when a regular vacancy occurs in the classification previously held by the worker in the worker's original department; provided, however, that the Personnel Officer may deny such transfer for cause.

10.3 A worker may elect, with the approval of the worker's Department Head and the Personnel Officer, to voluntarily transfer to an equal or lower-paid classification which is vacant; provided such worker is capable, in the opinion of the City, by virtue of prior training and experience with the City of Redwood City, to perform the work required in that vacant classification; provided, further, that there is no current promotional list. Such transfer shall be to the step of the vacant classification, which results in the least salary reduction. A worker who voluntarily transfers shall suffer no loss of accrued vacation or sick leave and shall not be required to serve a probationary period in the vacant classification. Any worker who is transferred from a regular full-time position to a regular part-time position shall be covered by Article 15.5 of the Memorandum of Understanding (Regular Part-Time Appointment).

10.4 Voluntary Transfer Requests

The City shall provide ten (10) working day notice to eligible employees regarding open positions, in advance of recruitment for the classifications of Library Assistant, Senior Library Assistant, Administrative Clerk I/II, Administrative Clerk III, and Secretary. Eligible employees may request a transfer at this time by submitting an application to the Human Resources office on approved forms. Transfers are subject to approval by the Personnel Officer and hiring Department Head. Consideration will be given to knowledge, skills, and abilities specific to the position or assignment, performance history, and length of service.

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 workers holding similar positions in lower classes.

11.2 Eligible List

The names of the successful candidates shall be recorded in the order of their ranking in the examination on an eligible list.

11.3 Promotional Appointment

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

11.4 Duration of Eligible List

Eligible lists shall continue in effect one (1) year after establishment. They may be extended for a period 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 eligible list is allocated.

11.5 Removal from Eligible List

The name of any worker on an eligible list may be removed by the Personnel Officer if the eligible worker requests in writing that his/her name be removed, if he/she fails to respond to a written offer of employment within five (5) business days next succeeding the mailing of notice, if a subsequent report of a character investigation is unsatisfactory, or if he/she has been rejected for appointment three (3) times by a Department Head.

11.6 Waiver of Employment Offer

A candidate may waive two (2) offers of employment without affecting his/her standing on the eligible list. After the third offer of employment has been waived, the candidate shall be removed from the eligible list.

11.7 Time Off for Examination

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

ARTICLE 12 – RECLASSIFICATION

12.1 Definition

"Reclassification" is defined as assignment to a more appropriate class, whether newly titled or already titled, due to gradual accretion of, or substantial change in a worker's duties, responsibilities, authority or character of work not due to a temporary upgrade assignment.

12.2 During the term of this Agreement, the City shall notify the worker concerned in case of contemplated change in job content as contained in the classification descriptions, which were in effect at the beginning of this Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be subject to the meet and confer process during the term of this Memorandum of Understanding. If the Union and the City cannot reach agreement on the appropriate pay level for a job so reclassified, the classification description shall revert to its former status. A worker required to perform duties outside of his/her job classification shall be compensated in accordance with the provision of Article 26.

- 12.3 A worker may request in writing a reevaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description.

The City will issue a determination on any reclassification request within ninety (90) calendar days from the receipt of the request, however this timeline may be extended at the mutual consent of the City and the Union. If meetings are held to discuss the requested reevaluation, the worker may request representation by the Union. The City shall not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. The meet and confer process shall begin no later than ninety (90) calendar days following the City's initial receipt of the reclassification request. Upon agreement, any changes determined will become effective the first pay period following such agreement, or upon the ninety-first (91st) calendar day following the City's initial receipt of the reclassification request, whichever occurs first. In the event that an amendment to the classification & salary plan requiring Council action is recommended, changes will be subject to Council approval and will be effective the first pay period following Council approval. If Council action is required, the City will meet and confer with the Union over the recommended changes within one hundred twenty (120) calendar days following the City's initial receipt of the reclassification request. The City shall bring the recommendation to Council within thirty (30) days of the conclusion of the meet and confer process.

- 12.4 The parties agree that the City retains its right to create new positions and that this Article 12 shall not apply to such newly created positions. Newly created positions shall be posted for filling by competitive process.

ARTICLE 13 - DISCIPLINE

- 13.1 The City may discharge, suspend or demote any worker who has completed the specified probationary period for cause, including, but not limited to, dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations.

Right to Representation

Except in situations requiring immediate action, such as but not limited to, allegations of theft or urgent safety matters, a worker shall be entitled to a steward of his or her choice at an investigative interview or meeting that the worker reasonably believes may result in disciplinary action. The worker must make a selection of which steward will be representing him or her within a reasonable time.

Procedure

A Notice of Intent to discharge, demote or suspend for one (1) day or more, must be served on the worker, the Union, and appropriate Steward, in person or by certified mail prior to any disciplinary action becoming effective. The Notice shall include:

- a) A statement of the nature of the disciplinary action;
- b) The effective date of the action;
- c) A statement of the cause thereof;
- d) A statement of the act or omissions upon which the causes are based;

- e) A statement of the worker's right to respond to the charges, either orally or in writing, prior the action becoming effective; and
- f) A statement advising the worker of the right to Union representation.

Should the City proceed with any discharge, demotion, or suspension for one (1) days or more, the worker shall be furnished the reasons for such action in writing with a copy of such letter furnished to the Union and appropriate Steward.

In the event a worker feels that the discharge, suspension of two (2) days or more, or demotion is unjust, the Union shall have the right to appeal the case through the Grievance Procedure.

- 13.2 Probationary workers 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, except as provided in Article 9.2.

ARTICLE 14 - RESIGNATION AND REINSTATEMENT

14.1 Resignation

A worker 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 service unless the Department Head consents to the worker's leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Officer with a statement by the Department Head as to the resigned worker's service performance and other pertinent information concerning the cause for resignation.

14.2 Reinstatement

- 14.2.1 A regular worker who is reinstated within 30 working days of leaving City employment shall be reinstated as if he/she had been on an unpaid leave of absence. Any benefits which were cashed out shall be reinstated if the worker elects to buy back such benefits.
- 14.2.2 At the discretion of the hiring Department Head and Personnel Officer, a regular worker who has resigned in good standing may be reinstated to a vacant position of the same class as his/her previous position within a period of one (1) year from the effective date of his/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 worker left City employment. Vacation time for workers reinstated in accordance with this Article, within a year of resigning, will be accrued in accordance with Article 19.4 of the Memorandum of Understanding.
- 14.2.3 The reinstated worker will serve the designated probationary period for that classification prior to becoming a regular worker regardless of the salary step at which the worker was reinstated.

ARTICLE 15 - PAY PRACTICES

15.1 Salary Plan

15.1.1 Effective the first full pay period following February 1, 2014, there will be a three percent (3%) cost of living increase for all classifications represented by SEIU. This increase shall apply only to employees in active status with the City as of the date the payment is processed by City payroll.

Effective the first full pay period following February 1, 2015, there will be a two and one-half percent (2.5%) cost of living increase for all classifications represented by SEIU.

Effective the first full pay period following February 1, 2016, there will be a two and one-half percent (2.5) cost of living increase for all classifications represented by SEIU.

15.1.2 Initial appointments shall normally be made at the lowest step or rate of pay. Upon approval of the City Manager, such appointments may be made at the second or third step when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required, personal fitness for the position, and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

15.1.3 A worker may be eligible for a salary adjustment to the next highest step above the initial step or rate to which appointment was made upon the satisfactory completion of six (6) consecutive months' employment. An adjustment shall be made only upon the recommendation of the Department Head and upon approval of the City Manager.

15.1.4 Progression of workers from the second step to the third step of the salary plan may be made upon completion of a minimum period of one (1) year at the second step and upon consideration of such worker's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation on the basis of merit. An adjustment shall be made only upon the recommendation of the Department Head and upon approval of the City Manager. Denial of a salary adjustment shall be made in writing.

15.1.5 Progression of workers from the third step to the fourth step and the fourth step to the fifth step of the salary plan will be based upon the completion of the period of one (1) years' service at the respective lower step.

15.2 Pay Period

Workers shall be paid bi-weekly on Fridays.

The City will continue a mandatory direct deposit program for all SEIU unit members hired on or after February 1, 2004, with the exception of new hires who do not have a checking account.

15.3 Salary Increase on Promotion

Promotional appointments shall be made at the salary step or rate of pay, which results in no less than a five percent (5%) increase in salary, even if that places the promoted worker's new salary between steps, until the worker reaches the maximum pay for that classification.

Regardless of the rate of pay a promotional appointment is made, the worker shall be eligible for a salary increase of five percent (5%) six months following the promotional appointment.

15.4 Salary Increase on Reclassification

Unless a higher rate of pay is mutually agreed upon by the parties, the reclassified worker(s) shall go to the first step of the new classification description, or shall receive a five percent (5%) increase in pay, whichever is greater. In the case of a five percent (5%) increase in pay, the worker(s) shall receive the five percent (5%) increase in pay even if that takes him/her between steps, until he/she reaches the maximum pay of the top step.

15.5 Regular Part-Time Appointment

15.5.1 Regular part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification by the Department Head to which the appointment is to be made, to the Personnel Officer that the worker is to be scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, long-term disability insurance, health insurance, dental insurance, vision insurance, vacations, sick leave, administrative holidays and other leaves, 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 workers for life insurance, long-term disability insurance, health insurance and dental insurance, vision insurance, and shall be the percentage of vacations, sick leave, administrative holidays, and other leaves and educational expense reimbursement benefits for regular full-time workers.

15.5.2 Regular part-time appointed workers who are scheduled to work on a holiday, but granted the holiday off, shall be paid their established rate of pay for the hours they normally would have worked.

15.5.3 Any regular full time worker going to regular part-time employment will retain his/her sick leave and vacation benefits. However, the worker will only receive vacation and sick leave accrual proportional to the amount of time worked. Health benefits will also be paid in proportion to time worked. A regular full time worker going to regular part-time employment will not serve a probationary period.

15.6 Bilingual Differential

15.6.1 A worker who has passed the City's proficiency test and is assigned to job duties requiring bilingual skills are eligible to receive a two and one-half percent (2-1/2%) pay differential for the use of bilingual skills in job duties arising during the normal course of work. Sign language shall be recognized as a bilingual skill under this Article.

15.6.2 A worker who has passed the City's proficiency test and is assigned job duties with advanced bilingual skills 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 purposes of the five percent (5%) pay differential, are defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. Workers who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

- 15.6.3 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, workers will be required to pass the City's proficiency test once every three years.
- 15.6.4 Bilingual skills shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision, that requirement shall be included in the initial appointment letter.
- 15.6.5 The City has the right to discontinue the bilingual differential at any time, provided the City gives the exclusive representative ten (10) days' notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.
- 15.6.6 No worker shall be required to use bilingual skills who is not compensated under this Article.

15.7 Agricultural Pest Control Advisors License Differential

- 15.7.1 Workers who are assigned by the supervisor to job duties requiring a Pest Control Advisors (PCA) license are eligible to receive a two and one-half percent (2-1/2%) pay differential for the use of pest control advisors' skills in job duties arising during the normal course of work.
- 15.7.2 Acquiring a PCA license shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision, that requirement shall be included in the initial appointment letter.
- 15.7.3 The City has the right to discontinue the PCA license differential at any time, provided the City gives the exclusive representative ten (10) working days' notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.
- 15.7.4 The City agrees to continue to pay for all costs associated with renewal of PCA licenses for all workers who have acquired a PCA license prior to the effective date of this Memorandum of Understanding.

15.8 Community Service Officer Specialty Pay

Community Service Officers (CSO's) assigned to the specialty positions of Court Officer, Fraud Investigator, Property Clerk and Code Enforcement shall receive a specialty pay differential of five percent (5%).

15.9 Communications Dispatcher Training Differential

Communications Dispatchers assigned to train newly hired workers shall be paid a training differential of five percent (5%) for all hours assigned and worked in such training assignments.

15.10 Qualified Applicators Certification/Qualified Applicators License (Parks Division)

- 15.10.1 Workers who are assigned by the supervisor to job duties requiring a Qualified Applicators Certification or License (QAC/QAL) are eligible to receive a two and one-half percent (2.5%) pay differential for the use of the qualified applicator's skills in the job duties arising during the normal course of work.

- 15.10.2 Acquiring a QAC/QAL shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision that requirement shall be included in the initial appointment letter.
- 15.10.3 The City has the right to discontinue the QAC/QAL differential at any time provided the City gives the exclusive representative ten working days' notice prior to such revocation in order to allow the opportunity for the parties to meet and confer.
- 15.10.4 The City agrees to pay for all costs associated with renewal of the QAC/QAL.

15.11 Temporary Upgrading

The City agrees that any worker who is assigned by the Supervisor to work in a higher paid classification shall receive the rate of pay at the bottom of the range of the higher classification or an increase of five percent (5%), whichever is greater, for all hours worked of four (4) hours or more in one (1) working day.

A worker shall not be paid temporary upgrade pay in increments of less than four (4) hours in one (1) working day. In no event shall the worker so assigned receive more than the top of the range for the higher classification.

Workers on temporary upgrade of at least three (3) consecutive workdays shall receive the upgrade rate for all standby duty and call-back overtime pay earned while in the upgrade.

When a temporary upgrade lasts for thirty (30) consecutive calendar days or longer, the worker's paid time off shall be compensated at the pay rate of the higher classification. If a temporary upgrade lasts for greater than twelve (12) consecutive months, the worker shall be entitled to a step increase to the next salary step in the range for the higher classification or an increase of five percent (5%), whichever is greater, not to exceed the top of the range for the classification in which they are working out of class.

Police Records Clerks and Community Service Officers will receive a temporary upgrade for any time they are required to work at dispatcher relief duties.

In the event a position is temporarily upgraded to a position or assignment not resulting from the absence of another worker on approved leave, and the temporary upgrade lasts six (6) consecutive months or more, the City and the Union will meet to discuss the planned length of the temporary upgrade and City plans to fill the position.

15.12 Certification Incentives for Building Maintenance Classes

This program is intended to provide an incentive for City employees in the classification of Building Maintenance Worker and Senior Building Maintenance Worker to obtain and maintain the following qualifying certifications.

Program Guidelines

Qualifying Certifications:

- 1) Universal Certificate in HVAC/R and RSI course or Sequoia Institute Course.
- 2) BOMI – SMT Designation
- 3) Certification in Pool and Spa Operations
- 4) Certification in Playground Safety Inspections

The City and Union agree to meet during the term of the agreement to discuss local certification programs that meet the above-stated requirement.

Incentives:

1 st Certification	-	1%
2 nd Certification	-	2.5% (total of 3.5%)
3 rd Certification	-	2.5% (total of 6%)

Maximum certification compensation shall not exceed 6% for any individual.

All certifications are available to both classifications with restrictions and maximum as follows:

- Maximum of four (4) people to be compensated at one time for – Certificate in Pool Operations, and Playground Safety Inspector. An additional two (2) employees may be compensated for Certificate in Pool Operations during pool season. Building Maintenance Workers and Senior Building Maintenance Workers will not be required to perform work assignments requiring any of the above certifications without receiving certification pay.
- Senior Building Maintenance Workers shall have first choice at the 4 available slots.
- Building Maintenance Workers shall be eligible to receive certification compensation on any remaining slots based on seniority and overall job performance.
- If at any time a Senior person (by title or years of service) wished to obtain a certification in an area that has all four slots filled, the person with the least seniority in that slot will be required to forfeit their slot on this certification to make it available to the senior person once certification has been obtained.

Maintaining the certification shall be the responsibility of the employee and is required to avoid loss of incentive pay.

The City will reimburse employees for successful completion of Management approved courses to attain qualifying certification through the City-Wide Educational Reimbursement Program or Department training budget within budgeted limits.

15.13 Building Inspectors Certification Incentive Program

This program is intended to provide an incentive for City employees in the classification of K710 – Building Inspectors to obtain and maintain certifications above what is required by the job description.

Please note that the Building Inspection Certification, or equivalent, is required by job description, therefore no additional compensation for obtaining this certification will be provided.

- a) For those employees who obtain certifications from any of the following three categories the City will provide a one-time bonus of \$600.00 for each certification obtained to a maximum of \$1,200.00. To qualify for the second \$600.00 bonus the second certification must be obtained from a different category than the first.
 - 1) ICC Commercial Plumbing Inspection Certificate or IAPMO Plumbing Inspection Certificate
 - 2) ICC Commercial Electrical Inspection Certificate
 - 3) ICC Commercial Mechanical Inspection Certificate or IAPMO Mechanical Inspection Certificate

- b) Employees in the classification of Building Inspector (K710) who obtain the recognized Certifications in Building, Electrical, Plumbing, and Mechanical shall be eligible for 5% differential for as long as they remain in that classification and continue to possess all four valid certifications. Effective the first full pay period following February 1, 2014, employees in the classification of Building Inspector who are regularly assigned to inspect fire sprinklers (fewer than twenty [20] heads) and who receive City training in fire sprinkler inspection shall be eligible for a one percent (1%) differential during the period of assignment. In the event Building Inspectors are no longer assigned fire sprinkler inspection duties, the City will discontinue payment of the one percent (1%) differential.

The City will reimburse employees for successful completion of Management approved training through the City-Wide Educational Reimbursement Program. Management will review on a case-by-case basis any training programs which cost above the limits set in the Educational Reimbursement Program.

The City will pay for the cost of successful completion of certification exams and re-certification exams.

15.14 Automotive Service Excellence Certifications for Fleet Division Employees

The City will grant certification pay to workers in the classifications of Equipment Service Worker, Equipment Mechanic I-II, and Lead Equipment Mechanic on the following basis for certifications not required by law or job description:

A.	ASE Certifications	1% of base salary for every two certifications, up to 6 certifications (maximum of 3%).
B.	ASE Master Auto Technician, or ASE Master Heavy Duty Technician, or California State Fire Mechanic I, or EVT LD Fire Apparatus Level I, or EVT HD Fire Apparatus Level II.	5% of base salary
C.	California State Fire Mechanic II, or EVT LD Fire Apparatus Level II, or EVT HD Fire Apparatus Level II, or Any two (2) certifications listed in part B.	7% of base salary

Workers may qualify for only one category (A, B, or C) at any given time.

15.15 Water and Wastewater Certification Pay and Classification Study

15.15.1 Certification Pay

Water Employees:

This program is intended to provide an incentive for City employees in positions assigned to the Water Division to obtain and maintain certifications above what is required by the job description. Effective the first full pay period following February 1, 2014, the City will provide a Certification Recognition Payment (CRP) of two percent (2%) for possession of job-related certifications above the certifications requirements for the worker's job classification as follows:

Job Classification	Certification Pay Requirements:
PWMW-I (Water), Recycled Water Specialist, Water Conservation Specialist	AWWA Water Distribution Operator Grade II (D2)
Consumer Services Technician, Customer Support Services Specialist	AWWA Water Distribution Operator Grade II (D2) Or AWWA Backflow Prevention Assembly Tester Certification (in the event the employee has both certificates, the CRP will not exceed two percent (2%))
PWMW III (Water), Lead PWMW (Water), Utilities Locator	AWWA Water Distribution Operator Grade III (D3)
Utilities Worker (Water), Utilities Specialist (Water)	AWWA Water Distribution Operator Grade IV (D4)

The City will reimburse for successful completion of Management approved courses to attain qualifying certification through the City-Wide Educational Reimbursement Program or Department training budget within budgeted limits.

The City will pay for the cost of successful completion of certification exams and re-certification exams.

Wastewater Employees:

In 2011, employees in the classifications of Public Works Maintenance Worker I, II, and III (sewer assignment only), Lead Public Works Maintenance Worker, Utilities Worker and Utilities Specialist assigned to the Wastewater Division were classified into new job classifications with wastewater job duties and the following certification requirements:

Job Classification	Certification Requirements:
PWMW I-II (Wastewater)	Wastewater Collection System Grade I
PWMW III (Wastewater - Sewer Assignment Only), Lead PWMW (Wastewater), Utilities Worker (Wastewater), Utilities Specialist (Wastewater)	Wastewater Collection System Grade II

Workers in these classifications were required to obtain the above certifications by January 1, 2013. Effective the first pay period following ratification and adoption of the 2011-2014, salary schedules for the classifications of Public Works Maintenance Worker I and II (Wastewater), Public Works Maintenance Worker III (Wastewater-Sewer Assignment Only), Lead Public Works Maintenance Worker (Wastewater), Utilities Worker (Wastewater), and Utilities Specialist

(Wastewater), were increased by one percent (1%) to reflect the new certification requirements. Effective the first full pay period following February 1, 2014, salary schedules for the classifications of Public Works Maintenance Worker I and II (Wastewater), Public Works Maintenance Worker III (Wastewater-Sewer Assignment Only), Lead Public Works Maintenance Worker (Wastewater), Utilities Worker (Wastewater), and Utilities Specialist (Wastewater), will be increased by an additional one percent (1%) (for a total of two percent 2%) in recognition of the ongoing certification requirements.

Wastewater and non-wastewater classifications will be treated as combined classifications, as described in Appendix A, for the purposes of layoff, bumping, and the creation of seniority lists described in Article 7.

15.15.2 Classification Study

Upon ratification and adoption of this Agreement, the parties will assemble an advisory committee to prepare relevant data for a classification study of the following job classifications: Consumer Services Technician, Utilities Specialist (water), Utilities Specialist (wastewater), Utilities Worker (water), Utilities Worker (wastewater), Utilities Locator, Lead PWMW (water), Lead PWMW (wastewater), PWMW II (water), PWMW II (wastewater), Customer Support Specialist, Recycled Water Specialist, and Water Conservation Specialist. The advisory committee will include two representatives from department management, one representative of Human Resources, one representative of the Union, an employee in a water job classification under study and an employee in a wastewater job classification under study. No later than nine (9) months from the date of adoption of this agreement, the advisory committee shall present to Human Resources advisory recommendations, including essential job duties, knowledge skills and abilities for each job classification, and a list of criteria for identification of comparable agencies.

Upon receipt of the advisory committee's recommendations, Human Resources or designee shall establish a list of comparable public agency employers within the City's labor market, and using data from those employers, prepare a salary survey, for each of the above-listed job classifications. The salary survey shall include base salary, certification pay, and any employer-paid member contributions to pension or deferred compensation plans. The salary survey shall be completed within six (6) months of receipt of the subcommittee's advisory recommendations.

Upon completion of distribution of the salary survey, the parties shall reopen the meet and confer process over salary and certification pay for the job classifications listed within Section 15.15.1.

ARTICLE 16 - HOURS OF WORK, OVERTIME, PREMIUM PAY

16.1 Hours of Work

- A. The regular workweek shall consist of forty (40) hours within a seven (7) day workweek which begins Monday morning at 12:01 a.m., and ends Sunday night at 11:59 p.m., and is usually five (5) consecutive days served in units of eight (8) hours.
- B. All workers shall be granted and take a rest period of fifteen (15) minutes during each regularly scheduled four (4) hour work period. Rest periods shall be considered as time worked for pay purposes.

- C. The City and the Union agree that the availability of alternate/flexible work schedules is a valuable benefit to workers in that they promote job satisfaction while also reducing traffic congestion and air pollution. The use of alternate/flexible schedules is encouraged where it can be accommodated without impairing departmental operations or service to the public.
- D. The City may authorize an alternate work schedule (other than five eight-hour days) or a flexible schedule (various work start and end times within a scheduled work shift) requested by a worker or workgroup based on the operating needs of the specific department or work unit.
- E. City Hall Closure
The City reserves the right to close City Hall and other departments approximately between the Christmas and New Year holidays. Workers in departments affected by the closure may use Vacation, Compensatory Time Off, and Administrative Leave, Personal Business Leave or unpaid leave on the closure days. Any worker who desires to work on a closure day will be permitted to do so unless the employee's supervisor cannot identify appropriate work, location and supervision. The City will notify the Union of a City department closure by June 1st.
- F. Library Employee Workweek:
For Library employees assigned to a regular schedule of thirty-eight (38) hours per workweek, the following fringe benefits will be prorated at a rate of 0.95:
 - 1. Vacation
 - 2. Sick Leave
 - 3. Personal Business Leave, and
 - 4. Holidays

For the purpose of the following fringe benefits, Library employees assigned to a regular schedule of thirty-eight (38) hours per workweek shall be treated as full time employees:

 - 1. Cafeteria Plan Allowance
 - 2. Bereavement Leave, and
 - 3. The calculation of service years for the purpose of seniority determination and retiree health benefits

16.2 Overtime

- 16.2.1 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 16.2.2 below.
- 16.2.2 A worker who is assigned to a shift consisting of more than eight (8) consecutive hours (exclusive of lunch period) shall be entitled to overtime after forty (40) hours in paid status in one (1) work week. Workers in positions exempt from the FLSA who are assigned to work a shift of more than eight (8) consecutive hours per day (exclusive of lunch period) shall be entitled to overtime if they are in paid status more than eighty (80) hours in a biweekly pay period.
- 16.2.3 Workers required to work in excess of the regularly scheduled hours of work shall be compensated for such overtime service at the rate of one and one-half (1-1/2) times the worker's regular straight-time rate. The foregoing shall apply to the first shift in excess of five (5) consecutive shifts that a worker may be required to work as result of a change in shift schedule.

- 16.2.4 Payment for overtime work will be either cash or compensatory time off at the worker's option. Workers may accumulate a maximum of eighty (80) hours of compensatory time off which may be used at times chosen by the worker and approved by the Department Head.
- 16.2.5 A worker may elect to receive compensation in lieu of compensatory time credits for any calendar year by requesting payment in writing to the Director of Finance on or before December 1 of that year. Payment shall be made for the number of hours as specified by the worker up to the total number of hours earned as of December 31. Payment shall be made to the worker by the first pay period in February. Workers will be entitled thereafter to accrue up to eighty (80) hours again, subject to the same limitations.

16.3 Shift Differential

- 16.3.1 Effective February 1, 2007, any worker who is scheduled to work a twelve (12) hour shift that commences at or after the hour of 1:00 p.m. and requires the employee to work until or past 11:00 p.m., or any worker who is scheduled to work an eight (8) hour shift that commences at or after 3:00 p.m., and requires the employee to work until or past 11:00 p.m., shall be paid an additional five percent (5%) for each straight-time hour worked.
- 16.3.2 For workers who have been regularly working night shifts for thirty (30) or more days immediately preceding a paid holiday, or the commencement of a vacation, or the commencement of a paid sick leave period, as the case may be, the night shift premium shall be included in such worker's holiday pay, vacation pay or paid sick leave.
- 16.3.3 Workers assigned to regular rotation schedules which qualify for shift differential as defined in Section 16.3.1 above, shall have such differential included in their holiday pay, vacation pay, or paid sick leave, beginning on the first day of such assignment.

16.4 Standby Duty

Workers assigned to standby duty shall, at their option, either be paid three (3) hours straight-time pay or receive three (3) hours of straight time compensatory time for each day they are on standby duty.

For weekend standby duty, a day shall be considered a 24-hour period for assignments beginning at what would be the worker' regularly scheduled start time on a scheduled workday and ending 24 hours later. For weekday standby duty, a day shall be considered the period between the end of the worker's regularly scheduled shift and the beginning of a new workday or standby shift the following morning.

16.5 Call-Back

Workers who are called back after leaving work at the end of the normal working day shall be credited with no less than two (2) hours at the overtime rate.

16.6 Call Out in Parks Department

The opportunity for call-outs in the Parks Department shall be equitably distributed and rotated by management among the members of the work unit qualified under standards set in Title 8 California Administrative Code Sections 3420 et seq. (Article 12).

16.7 Work Schedule

All work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification, the Union shall be notified at least ten (10) working days in advance of the proposed change and given an opportunity to meet and confer regarding the impact of any proposed change in hours or days of work prior to implementation.

16.8 Rest Periods after Extended Shift

16.8.1 A worker who works more than fourteen (14) hours during a twenty-four (24) hour period, starting at the beginning of the worker's regularly scheduled start time, shall be entitled to receive a ten (10) hour rest period before returning to duty. Such rest period shall commence when the worker goes off duty.

16.8.2 Should the ten (10) hour rest period extend beyond the starting time of the worker's regular shift, the worker shall be required to work only the remainder of that shift but shall be compensated as though he/she had worked the entire shift.

16.8.3 Should a worker who has worked more than fourteen (14) hours in a twenty-four (24) hour period be required to return to duty prior to completion of the ten (10) hour rest period, that worker shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay for the time remaining in the rest period.

ARTICLE 17 - UNIFORM REIMBURSEMENT

17.1 The City shall provide reimbursement up to Four Hundred Dollars (\$400.00) per year to workers who, as a condition of employment, are required to wear a uniform. Community Service Officers and Fire Prevention Officers required to maintain a uniform shall be entitled to an annual reimbursement of up to Six Hundred Dollars (\$600.00). Reimbursements are based on a fiscal year.

Reimbursement shall be processed through the payroll system upon proof of purchase. For Fire Prevention Officers payment of this reimbursement will also be made upon proof of uniform dry cleaning expenditures. The Police Department shall provide dry cleaning for Community Service Officers' and Police Clerks' uniforms. 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.

17.2 Safety Boots

17.2.1 Workers who are required by the City to wear steel toed and/or ankle supported safety shoes/boots, or to work with asphalt as a usual and regular job duty shall receive a shoe/boot allowance of One Hundred Seventy-Five Dollars (\$175.00) as needed toward the cost of shoes/boots.

Consumer Service Technicians and Urban Forestry Specialists shall receive One Hundred Dollars (\$100.00) as needed toward the cost of safety shoes/boots. Management shall determine when the allowance is needed to replace shoes/boots.

17.2.2 Following the current practice, safety boots shall be provided for tree maintenance workers who are assigned to actual tree climbing and field operations. These boots shall be checked in at the

end of each workday according to procedures established by the Department Head.

- 17.2.3 Shoes/boots provided by the City shall be used by workers only for City work. Workers are responsible for replacing shoes/boots which are lost or which are damaged due to the worker's negligence.

ARTICLE 18 - HOLIDAYS

18.1 Recognized Holidays

Regular, full-time workers will receive eight (8) hours holiday pay per recognized holiday. Recognized holidays are as follows:

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

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 worker, a worker may receive pay at the worker'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.

18.2 Weekend Holidays

When any of the above holidays falls on Sunday, the following Monday shall be considered the holiday. When any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday.

18.3 Work on a Holiday

Any worker who is required to work on any of the holidays, specified in Article 18.1.1 above shall, in addition to regular pay for such holiday, be paid one and one-half (1-1/2) times his/her established rate of pay for all hours actually worked on such holiday.

18.4 Holiday During Vacation

In the event any of the holidays specified in Article 18.1.1 above occurs while a worker is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

18.5 Holidays on A Regular Day Off

If any holiday specified in Article 18.1.1 above falls on a worker's regular day off, the worker shall be allowed a regular workday off at a time determined by agreement between the worker and the Department Head or his or her designated representative.

If the Department Head or his or her designated representative determines that it is not feasible to grant such other workday off, the worker shall be paid for the holiday on the basis of time and one-half (1-1/2) but not to exceed eight (8) hours for any one (1) holiday.

18.6 Holidays for Workers on Alternative Work Schedules

Except for Communications Dispatchers as provided below, workers on alternative work schedules will have leave, other than sick leave, deducted for any holiday leave hours in excess of eight (8) hours in one (1) day. If the worker has no such paid leave balance, the additional time will be unpaid.

18.7 Holiday Pay for Part-Time Library Workers

Part-time Library workers will receive a pro-rated amount of holiday pay based on the worker's regularly scheduled percentage of full-time employment or based on the number of hours the worker is scheduled to work on the day the holiday falls, whichever is greater. If a part-time Library worker is regularly scheduled for more hours than the pro-rated amount on the day on which the holiday falls (i.e., the worker was scheduled and worked the designated greater number of hours on the six corresponding days of the six weeks immediately preceding the holiday), the worker will receive the greater amount as holiday hours.

18.8 Holiday Pay for Communications Dispatchers

In addition to overtime pay as described in 18.3 above, Communications Dispatchers who regularly work alternative schedules and who work on a City holiday, will receive holiday pay for all hours actually worked on such holiday.

ARTICLE 19 – VACATIONS

19.1 All full-time workers shall be entitled to vacation leave, with Department Head approval, from the commencement of their employment with the City.

The time during the calendar year at which a worker shall take vacation shall be determined by the Department Head with due regard to the wishes of the worker and particular regard to the needs of the service. During the period from March 1 through April 15 of each calendar year, all workers shall, on a form provided by the City, indicate their preferences for vacation periods. Preference of vacation date shall be given to workers 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 Union.

19.2 Full-time workers shall be entitled to 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 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 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 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 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.

19.3 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.

19.4 In the event a worker is reinstated, prior service shall be included in determining the applicable rate of accrual of vacation leave.

Upon termination of employment a regular worker shall be paid cash value of his/her accrued vacation leave at the time of termination, in accordance with the above schedule.

19.5 Illness During Vacation

19.5.1 A worker who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on illness leave under the following conditions:

19.5.2 The worker otherwise qualifies for illness leave as provided by this Agreement; and,

19.5.3 The worker, if no longer ill, returns to duty immediately following the vacation period; and,

19.5.4 The worker's illness is verified by a statement from an accredited medical doctor for each such day of illness leave requested.

19.5.5 When the worker's vacation leave is to be converted to illness leave, the appropriate vacation credit shall be restored to the worker's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided within the City's existing practices in order to avoid loss of vacation credit.

ARTICLE 20 - LEAVE PROVISIONS

20.1 Sick Leave

20.1.1 Sick leave with pay shall be granted to all full-time, regular workers at the rate of one (1) working day (eight (8) hours) for each full calendar month of service from the commencement of their employment with the City. This is prorated for part-time workers regularly scheduled to work half time (20 hours per workweek) or more.

20.1.2 Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease requiring the employee's absence (as determined by a physician), and caring of family members whose illness requires the worker'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.

- 20.1.3 Sick leave may be accrued to a maximum of Nine Hundred and Sixty (960) hours. Accrual of sick leave shall cease when the maximum accrual level has been reached.
- 20.1.4 In the event a worker has accrued the maximum sick leave of Nine Hundred and Sixty (960) hours, and the worker becomes so severely ill that he/she exhausts his/her sick leave, the Personnel Officer may, upon written recommendation of the worker's Department Head, authorize additional sick leave to include any sick leave in excess of the Nine Hundred and Sixty (960) hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave did not accrue for a period of six (6) months or longer.
- 20.1.5 A worker 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 percent (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 (12.5 hours for Dispatchers) 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 in accordance with Section 20.9 is excluded from the definition of sick leave for the purposes of this section.
- 20.1.6 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 Nine Hundred and Sixty (960) hours. In the event a worker requests payment pursuant to this Article, the City shall perform the necessary computation steps in the following order:
- (1) Compute the number of unused sick leave hours for that calendar year; and
 - (2) Compute a dollar amount equal to twenty-five percent (25%) or fifty percent (50%) of the value of the unused sick rate of pay for the calendar year during which the sick leave was earned; and
 - (3) Pay the dollar amount computed in step 2 to the worker by the first pay period in February immediately following the calendar year during which the sick leave was earned; and
 - (4) Add the remaining seventy-five percent (75%) or fifty percent (50%) of the unused sick leave computed in step 1 to the worker's accumulated sick leave credits; and
 - (5) Drop any accumulated sick leave credits in excess of nine hundred and sixty (960) hours.
- 20.1.7 If a worker terminates 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 a worker who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service. Workers 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 a worker, 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 worker's insurance policy will receive the payment of such unused sick leave as provided under the provisions for a worker who elects to receive compensation in lieu of sick leave credits. Workers discharged shall not be eligible for payment of unused sick leave.

- 20.1.8 If a worker's illness or the illness of a family member results in an absence from work for three (3) or more consecutive days, a doctor's certificate or other reasonable medical proof of illness may be required by the City.
- 20.1.9 If a supervisor believes there is an abuse of sick leave, the supervisor may require the worker to provide medical verification for all future sick leave absences for a period of 90 days. Prior to implementing this provision the worker and the worker's representative shall, upon request, be given the opportunity to meet with the supervisor to show cause why this provision should not be invoked. Material relating to the sick leave use will be available to the worker and his representative prior to such meeting.
- 20.1.10 Pursuant to Article 20.13 and City policy, a worker may also request family and medical leave if he/she is unable to perform his/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, child or parent who is seriously ill.

20.2 Industrial Disability Leave

- 20.2.1 A regular worker who is in the service of the City as of March 31, 1983, who suffers any disability arising out of and in the course of his/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 disability to a maximum of one (1) year. Regular workers hired on April 1, 1983, or thereafter, shall be entitled to industrial disability leave in accordance with work restrictions prescribed by a Qualified Medical Evaluator without loss of compensation for the period of such disability to a maximum of sixty (60) days or until retirement, whichever occurs first. During the period the worker is paid by the City, the worker 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 disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.
 - 20.2.1.1 In the event that the City exercises its right to withhold immediate payment of disability benefits, and until such time that a coverage determination is made, workers may elect to utilize accrued sick leave for the interim period. If accrued sick leave becomes exhausted, workers may then elect to utilize accrued vacation leave for any remaining interim time.
- 20.2.2 Workers shall not accrue sick leave or vacation leave credits during any period of disability exceeding one (1) month.
- 20.2.3 A worker hired after April 1, 1983, who is still unable to return to duty after exhausting paid industrial accident leave may, at the discretion of the worker, be placed on paid sick leave if he/she is eligible therefore. Accumulated sick leave will be reduced, at the discretion of the worker, only in the amount necessary to provide less than equal to a full day's wages or salary, as indicated in the worker's assignment, when added to compensation without penalties from the City's Workers' Compensation insurance carrier.

20.2.4 In the event that a worker becomes medically restricted due to an industrial injury or illness, and unable to perform the full scope of his/her regular job, the "home" department shall make a determination when the worker may return to work and under what circumstances. The options for the department are:

1) **Temporary Light Duty**

If, in the opinion of the physician treating a worker for a work related injury (not the worker's personal physician per se), the worker has significant medical restrictions but may perform some limited work, the "home" department may assign the worker to Temporary Light Duty for a period not to exceed 90 calendar days. The worker shall be temporarily reassigned to another work unit within the department. If the "home" department does not have Temporary Light Duty work available at that time, the department will contact other City departments to ascertain if such work is available. If so, the worker may be temporarily reassigned to that department. The total time assigned to Temporary Light Duty shall not exceed 90 calendar days, unless extended on an individual case-by-case basis.

2) **Modified Work Assignment**

If, in the opinion of the worker's doctor(s) the worker has some medical restrictions but is able to perform most of his/her regularly assigned work, the worker's supervisor may modify the daily work assignment pursuant to the medical restrictions and shall monitor closely the worker's recovery progress. The total time assigned to modified work shall not exceed 90 calendar days, unless extended on an individual case-by-case basis.

20.3 Bereavement Leave

20.3.1 In the event of a death in the immediate family of a worker of the City, that worker shall, upon request, be granted such time off with pay, 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.

20.3.2 For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, half-brother, half-sister, step brother, step sister, 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 and domestic partner.

20.3.3 In the event of the death of an active City worker, the City will excuse (without loss of pay) those workers who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

20.4 Military Leave

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

20.5 Parental Leave of Absence Without Pay

20.5.1 A worker is entitled to California Family Rights Act (CFRA) bonding leave in accordance with legal

requirements. CFRA bonding leave will run concurrently with parental leave.

- 20.5.2 A worker shall be granted a leave of absence without pay to fulfill parenting responsibilities for up to one (1) year following the child's birth or one (1) year following the filing of application for adoption and actual arrival of a child in the home, subject to the approval of the Department Head and the Personnel Officer.
- 20.5.3 The worker on leave shall be returned to his/her original position. If that position has been eliminated, applicable layoff and reemployment rules shall apply.
- 20.5.4 While on parental leave, a worker must exhaust his or her accrued leave, including accrued vacation and compensatory time off, not including sick leave. Upon exhaustion of paid leave, the worker will remain in unpaid status for the remainder of the parental leave. The worker 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 Pregnancy Disability Leave, Family Medical Leave Act leave, California Family Rights Act leave shall be at the employee's own expense for the period the worker is on approved, unpaid, non-statutory leave.
- 20.5.5 Parental leave shall run concurrently with Pregnancy Disability Leave, Family Medical Leave and California Family Rights Act bonding Leave.
- 20.5.6 In any case in which both parents of a child are employed by the City and are entitled to parental leave, 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.

20.6 Leave for Pregnancy Disability

In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.

20.7 Court Appearance Leave

- 20.7.1 Leaves for court appearance shall be granted by the City for the following: Court appearance on the behalf of the City--no loss of salary will be incurred.
- 20.7.2 When a worker is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the worker, a leave without loss of salary shall be granted up to the amount of the difference between the worker's regular earnings and any amount he/she receives for witness fees.

20.8 Jury Duty

Any worker whose name shall be selected from the list of trial jurors to 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 worker required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any monies received from jury service shall be deducted from the pay; provided, further, that the worker shall report to work whenever a

reasonable portion of the shift remains for completion. Any worker, except Communications Dispatchers, required to serve as a juror for more than two weeks shall have the option of adjusting his/her regular starting or quitting time as a result of being called for jury service. Communications Dispatchers working swing or grave shifts, required to serve as a juror for more than one day, will have the option of adjusting his/her starting or quitting time.

20.9 Personal Business Leave

20.9.1 A full-time worker shall be entitled to a maximum of two (2) days per year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave, and may be taken in increments of one (1) hour. Personal business leave shall be prorated for part-time workers who work a minimum of twenty (20) hours per workweek.

20.9.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding.

20.9.3 A worker 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 an emergency exists which prohibits the worker from providing such advance notice.

20.10 Leave of Absence

20.10.1 Upon written request of a worker, 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.

20.10.2 During an approved leave of absence, the worker 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 worker who violates the terms and conditions of the written permission for the leave.

20.11 Leave for Union Business

Any worker who shall hereafter be elected or officially appointed to a full-time paid position in the Union, which position requires absence from the City's service, shall be granted a leave of absence without pay therefore, and upon retirement from such position, shall be reinstated; provided, however, that such leave of absence shall not extend beyond the term of this Memorandum, unless extended by mutual consent.

20.12 Donation of Leave

Workers covered by this Memorandum of Understanding are eligible to participate in the City's Donation of Leave Program in accordance with the current Leave Policy. The City will match worker contributions to the donation of leave bank on a dollar equivalent basis up to an aggregate maximum City contribution of seven thousand dollars (\$7,000.00) per fiscal year.

20.13 Family and Medical Leave

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

**ARTICLE 21 - EDUCATIONAL EXPENSE REIMBURSEMENT, TRAINING,
LICENSES AND CERTIFICATES**

21.1 Education Expense Reimbursement

21.1.1 In accordance with the City's Education Reimbursement Policy, regular workers shall be eligible for reimbursement of costs of tuition, registration fees, books and supplies and other educational expenses incurred in connection with enrollment in and successful completion of courses of instruction related to the worker's position of employment with the City or a higher position with the City.

21.1.2 A worker shall be eligible to receive reimbursement not to exceed Five Hundred Dollars (\$500.00) per fiscal year, provided that the courses of instruction require attendance at an accredited junior /community college or university, are part of a curriculum leading to a degree or given by an accredited institution of learning, including workshops, seminars and trade school courses, are approved in advance of enrollment by the Personnel Officer and the worker's Department Head, and the worker successfully completes such course submitted for reimbursement with a grade of "C" or better.

21.1.3 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 21.1.

21.2 Training

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

21.3 Licenses and Certificates

Workers who are required by State or Federal agencies to be licensed or certificated shall be reimbursed for the fees for such license or certificate, excluding licenses required by the Department of Motor Vehicles.

ARTICLE 22 - HEALTH PLANS

22.1 Health and Cafeteria Plans

22.1.1 The City will 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 workers, and workers who have retired from employment with the City and constitute "annuitants" as defined by PEMHCA. Upon the request of the City, the parties will re-open Article 22.1 to meet and confer on modifying 22.1 to provide a different group health plan. In the event the City exercises this option to re-open, the provisions of Article 30, No Strike, will not be in effect during the period of such re-opener discussions.

- 22.1.2 The City's maximum, monthly contribution for each eligible, active worker and annuitant for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA (\$119 per month for 2014 and \$122 per month for 2015) The contribution shall be adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.
- 22.1.3 In the event there are any costs not charged to the City due to delays by PERS 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.
- 22.1.4 The City shall maintain in accordance with Section 125 of the IRS Code a Cafeteria Plan, for the purpose of providing workers with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:
- A. Group Health Plan Medical Insurance
 - B. Flexible Spending Account for Dependent Care
 - C. Flexible Spending Account for Medical Expenses
 - D. Dental Insurance
 - E. Vision

Effective January 1, 2012, City contribution to the cafeteria plan will be:

- a maximum of ninety-five percent (95%) of actual cost of coverage, up to a maximum of ninety-five percent (95%) of Kaiser family rate, plus
- A maximum of ninety-five percent (95%) of actual cost of coverage for dental and vision coverage, minus
- the PEMHCA minimum monthly employer contribution.

- 22.1.5 For Library workers covered by this Memorandum of Understanding, this amount shall be prorated for permanent part-time workers working nineteen (19) or more hours per week.

For all other workers covered by this Memorandum of Understanding, this amount shall be prorated for each permanent part-time worker working twenty (20) or more hours per week.

22.2 Retiree Health

For workers who have ten (10) years of service and retire under the retirement plan provided by Redwood City, the City shall contribute on behalf of the retiree only (no dependents), an amount toward the health plans equal to the premium paid for an active worker, for the same plan.

22.3 Dental Insurance

The City shall continue to provide to eligible workers and dependents dental insurance through the Delta Dental Plan effective October 1, 2003 through the term of this agreement to include coverage's as follows: \$2,000.00 annual cap for basic coverage and \$2,000.00 lifetime cap for orthodonture, provided however, that upon the request of the City, the parties will re-open this Article 22.2 to meet and confer on modifying 22.2 to provide a different dental insurance plan. In the event the City exercises this option to re-open, the provisions of Article 30, No Strike, will not be in effect during the period of such re-opener discussions.

22.4 Savings Clause

22.4.1 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 workers under such federal or state act, the City's obligation to furnish the same benefits under the hospital/medical/surgical, dental care and major 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.

22.4.2 If, as a result of such law, the level of benefits provided by such law for any group of workers, or their dependents, is lower in certain categories of services than that provided under the existing major medical 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 plan.

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 herein above 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.

22.4.3 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.

22.5 Life Insurance

The City agrees to offer to eligible workers life insurance equal to one and one half (1-1/2) times the worker's annual salary.

22.6 Contributions/Prorations to Health and Cafeteria Plans

All full-time and part-time workers shall be allowed up to one full pay period of non-paid status per month without any proration to cafeteria plan payments. Any full-time worker who exceeds one full pay period of non-paid status in a month would have their cafeteria plan payment prorated based upon the number of additional hours in non-paid status during that month.

22.7 Vision Care

The City will contract with Vision Service Plan (VSP) or comparable vision care provider to provide vision care benefits for workers 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 no deductible for workers, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the worker.

22.8 Long Term Disability

The City will contract to provide Long Term Disability Insurance for SEIU workers. The City, for the term of

this agreement, will pay the full cost of the basic rate (basic rates provides for up to a \$3,000 maximum monthly payout). A buy-up option will be included to offer the worker the opportunity to increase their coverage, at his/her own expense, up to an additional \$3,000 monthly payout. The total maximum monthly payout available will be \$6,000.

ARTICLE 23 - RETIREMENT

23.1 Retirement Plan

Tier 1: For workers hired prior to October 24, 2011, retirement benefits for workers shall be those established by the Public Employees' Retirement System (PERS) for Local Miscellaneous Members two and seven-tenths percent (2.7%) at age fifty-five (55) formula. For such workers, the City has contracted with PERS to provide the one (1) year highest compensation PERS retirement benefit.

Tier 2: For workers hired on or after October 24, 2011, and who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f) retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Miscellaneous Members Two Percent (2%) at Sixty (60) Formula.

For such workers, the PERS retirement benefit will be calculated based on the last three years of compensation.

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.

23.2 Employee and Employer (Cost Share Provision) Contribution

Tier 1 employees effective with the PERS contract amendment to provide the Local Miscellaneous Members two and seven-tenths (2.7) at age fifty-five (55) retirement formula on July 10, 2006, each worker hired before the establishment of a second pension tier (2% at 60) will pay the worker's eight percent (8%) contribution to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

Tier 2 each worker hired on or after the establishment of a second pension tier (2% at 60) will pay the worker's seven percent (7%) contribution to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions

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

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, less any cost-share amount as described in this section.

23.3 The City shall maintain the implementation of the provisions of 414(h) (2) for the term of this M.O.U., so long as those provisions of (414(h)(2)) remain substantially the same, and so long as there is no additional cost to the employer for this 414(h)(2) participation. In the event of such additional cost to the employer, the parties will meet and confer regarding alternative provisions.

23.4 Employee Cost Sharing of City's Contribution to Pension With Salary Offset

Effective the first pay period following February 1, 2015, the salary schedule for all classifications represented by SEIU will be increased by two and one-half percent (2.5%).

Effective the first full pay period following August 1, 2015, each unit member shall pay two and one-half (2.5%) salary toward the employer cost of retirement in accordance with Section 20516(f) of the California Government Code.

Effective the first full pay period following February 1, 2016, the salary schedule for all classifications represented by SEIU will be increased by two and one half percent (2.5%).

Effective the first full pay period following August 1, 2016, each unit member shall pay an additional two and one-half (2.5%) salary toward the employer cost of retirement (a total of five percent (5%) employee cost sharing of City's pension contribution) in accordance with Section 20516(f) of the California Government Code.

ARTICLE 24 - USE OF PERSONAL VEHICLE AND MILEAGE PAYMENT

24.1 Mileage Payment

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

24.1.1 Actual costs to and from destination not to exceed a maximum computed at the currently effective mileage rate prescribed by the Internal Revenue Service for the business use of personal vehicles pursuant to Internal Revenue Service Code Section 162 for miles traveled both within and outside the City by carrier service, including any privately owned conveyance; provided, however, that for travel to and from destination in excess of 300 miles said maximum shall not exceed actual air coach 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.

24.1.2 Any City worker who is required to keep available a privately-owned vehicle for use in traveling on City business during his/her working days as a condition of employment shall be allowed, as determined by the City Manager, either: (1) An amount equal to estimated actual costs, including costs of fuel, maintenance, repairs, insurance and depreciation, which amount shall not exceed

One Hundred Fifty Dollars (\$150.00) per month; or (2) The amount of five cents (\$. 05) per mile for each mile actually traveled on City business plus sixty-five Dollars (\$65.00) per month, which amount shall be in lieu of all other compensation for costs of fuel, maintenance, repairs, insurance and depreciation.

24.2 Other Expenses

The City will reimburse workers 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 24.1.

24.3 Compensation for Vehicular Damage

A worker may be compensated by the City of property damage to a private vehicle owned by the worker or his/her spouse, provided at the time of the occurrence of the damage the worker was using the vehicle within the scope of his/her employment and directly in pursuit of City business. The City shall pay the worker the actual cost of the damage less monetary damages paid the worker, 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 worker; the worker is not required to keep a vehicle available as provided in Section 2.16 of the Redwood City Code; and that the worker has diligently pursued his/her legal remedies to obtain payment for the damages in an amount which totally compensates for the damages, the worker shall reimburse the City any payments made as provided by this Article 24.3.

ARTICLE 25 - SAFETY

- 25.1** Both the City and the Union shall expend every effort to see to it that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.
- 25.2** Each worker 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. Workers further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any worker having knowledge of or who is witness to an accident shall, if requested, give full and truthful testimony as to same.
- 25.3** The City has established a safety program in each department and two (2) representatives of the SEIU Unit shall serve on each departmental safety committee. One representative of the SEIU Unit shall serve on the citywide safety committee.
- 25.4** Workers shall not be required to operate equipment that has been deemed unsafe.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 Definitions

26.1.1 A grievance shall be defined as:

- (a) any dispute which involves 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.

- (b) any disciplinary action, as defined in Article 13.1 (discharge, suspension of two (2) days or more, or demotion), taken against a worker covered by this Memorandum of Understanding, except for the dismissal of a worker on his/her original probationary period.
- 26.1.2 A grievance may be filed by an individual worker, or jointly by a group of workers, or by the Union on behalf of worker(s) who are otherwise eligible to file a grievance.
- 26.1.3 A worker may be represented by a Union Representative and/or Union Steward at all steps in the Grievance Procedure.
- 26.1.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievance and/or Union.
- 26.1.5 Failure of the grievant or the Union to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.
- 26.1.6 If at any level the City fails to respond within any deadline set forth herein, the grievance shall automatically advance to the next step. If the grievant fails to respond within any deadline set forth herein (except the time within a grievance must be filed), the grievance shall automatically advance to the next step if it was denied at the last step; if an adjustment was proposed by the City, that adjustment shall be implemented.
- 26.1.7 A working day is any day that the City's offices are open for business.

26.2 Procedure

Grievances as defined in Article 27.1 above shall be processed only in the following manner:

- 26.2.1 Step 1 - Informal Level: Any worker who believes that he/she has a grievance shall discuss the grievance with such management official in the worker's department as the Department Head may designate. If the issue is not resolved within the department, the procedures hereinafter specified may be invoked.
- 26.2.2 Step 2 - Department Head Level: Any worker may notify the Department Head or his/her designated representative in writing within twenty (20) working days of the occurrence or the act of omission giving rise to the grievance that a grievance exists, and in such notification state the particulars of the grievance and, if possible, the nature of the determination which is desired.

The Department Head or his/her designated representative shall thereupon investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. With the exception of grievances involving disciplinary action, as described in Article 13.1, no grievance may be processed under Steps 3 and 4 below which has not first been filed and investigated in pursuant of this Step 2. The Department Head shall respond to the grievance in writing within

twenty (20) working days of receipt of the written grievance.

- 26.2.3 Step 3 - Human Resources Level: In the event the grievant is not satisfied with the response from the Department Head, the grievant or his/her representative shall have twenty (20) working days from the date a response is received from the Department Head to notify the Personnel Officer or his/her designated representative in writing, and in such notification state the particulars of the grievance and, if possible, the nature of the determination which is desired.

The Personnel Officer or his/her designated representative shall thereupon investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Steps 4 and 5 below which has not first been filed and investigated pursuant to Step 3. The Personnel Officer shall respond to the grievance in writing within twenty (20) working days of receipt of the written grievance.

- 26.2.4 Step 4 - City Manager Level: In the event the grievant is not satisfied with the response from the Personnel Officer, the grievant or his/her representative shall have twenty (20) working days from the date response is received from the Personnel Officer to refer the matter to the City Manager.

Any such referral shall be in writing, and the specific issues involved shall be detailed in such referral together with a statement of the nature of the relief sought. The City Manager shall designate a personal representative who shall not be the Personnel Officer to investigate the merits of the grievance, to meet with the grievant, and if the grievant is not the Union, to meet also with the officials of the Union, and to settle such grievance or to make recommendations thereon to the City Manager. The City Manager shall respond to the grievance within twenty (20) working days of receipt of the written grievance.

- 26.2.5 Step 5 - Binding Arbitration: In the event the Union is not satisfied with the response from the City Manager, the Union shall have twenty (20) working days from the date a response is received from the City Manager to require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. If the parties cannot agree on an arbitrator, the State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one name remains. The party to strike first shall be chosen by lot.

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, including preparation and post hearing briefs, if any.

- 26.2.6 Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

- 26.2.7 No arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as set forth in Article 27.1 above.

- 26.2.8 Proposals to add or change this Memorandum of Understanding or written agreements or agenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for arbitration under this Article; and no arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or agenda

supplementary hereto or to establish any new terms or conditions of employment.

- 26.3** All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Personnel Officer within twenty (20) working days of the time that the worker becomes aware shall be implemented or reasonably should have become aware of the act or rise to the grievance. Except in cases involving reclassification, as provided for in Article 12 of this Agreement, no adjustment shall be retroactive for more than sixty (60) days from the date upon which the grievance was filed.

Only grievances, which allege that workers are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

- 26.4** No changes in the Memorandum of Understanding or interpretations thereof (except interpretation resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

ARTICLE 27 - EMPLOYMENT REGULATIONS

- 27.1** Workers may engage in employment outside the City, as long as such employment is not inconsistent or in conflict with duties as a City worker, nor detrimental to the interest of the City.
- 27.2** The City shall limit the number of Non-Regular appointments by making regular appointments whenever possible.

ARTICLE 28 - CONTRACTING OUT

- 28.1** The City will notify the Union in writing at least sixty (60) days prior to contracting work which has been customarily and routinely performed by bargaining unit workers, where such contracting will result in layoff or permanent reduction in hours. Within such sixty (60) day period the Union will have the opportunity to meet with the City to discuss the decision to contract out, and to meet and confer on the impact of such contracting out on bargaining unit employees. The Union shall have thirty (30) calendar days from the date of such notification to propose effective and economical alternative ways in which such work to be conducted could continue to be provided by the City workforce.
- 28.2** The City will notify the Union in writing when contracting work which has been customarily and routinely performed by bargaining unit workers, where such contracting is expected to replace a laid off bargaining unit member or to replace a bargaining unit position that has been eliminated within the six (6) months prior to the beginning date of the planned contracted work. When feasible the City will provide such notice prior to the beginning date of the planned contracted work. The City will meet with the Union upon request to discuss alternatives. This provision does not apply to the filling of temporary vacancies of twelve (12) months or less duration.
- 28.3** The City will provide the Union with a biannual list by department of all contract workers or vendors who are contracted by the City to perform work for the City. The City will make a reasonable effort to identify the

names of the vendors on the list and the nature of the work provided by each.

ARTICLE 29 – NO STRIKE

The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, not to effect a change of personnel or operations of management or of workers not covered by the Memorandum of Understanding.

ARTICLE 30 - SEPARABILITY OF PROVISIONS

- 30.1 Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions herein, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.
- 30.2 Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.
- 30.3 If the implementation of any provision of the Tax Reform Act of 1986 adversely impacts any benefit or obligation provided for in this Agreement, the parties agree to reopen the affected sections of the Agreement and to change the affected articles in order to preserve qualified status under the Tax Reform Act of 1986.

ARTICLE 31 - TERM

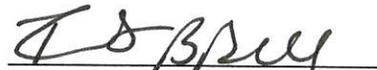
- 31.1 The Memorandum of Understanding entered into on the ___ day of June, 2014, and the amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding shall remain in effect for those workers employed in those classifications which comprise the SEIU Bargaining Unit for the period February 1, 2014, to and including January 31, 2017.
- 31.2 The terms of this Agreement shall be effective upon the ratification by Service Employees International Union Local 521, and upon adoption by the City Council except as otherwise provided by specific sections of this Agreement.

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 521

CITY OF REDWOOD CITY



Jason Bergjord, Chief Steward



Robert B. Bell, City Manager



Charles Drechsler, Chapter Chair

8/25/14

Date



Cheryl Easterbrook



Glenn Fukudome



Paul Heavenston



Farris Hix



Joshua Kahn



Nick Raisch, SEIU Local 521

Date

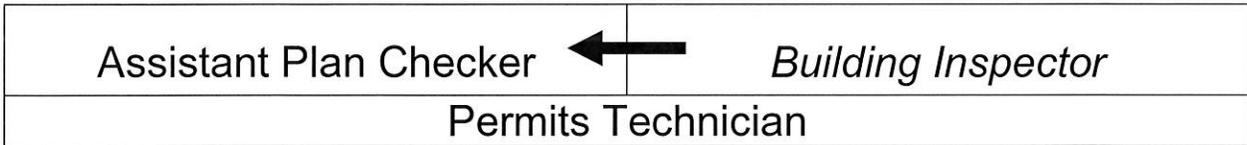
CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Accounting Technician II
Accounting Technician I
Account Clerk II
Account Clerk I

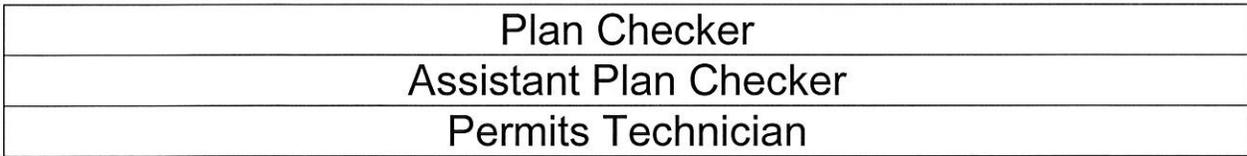
Secretary
Administrative Clerk III
Administrative Clerk II
Administrative Clerk I

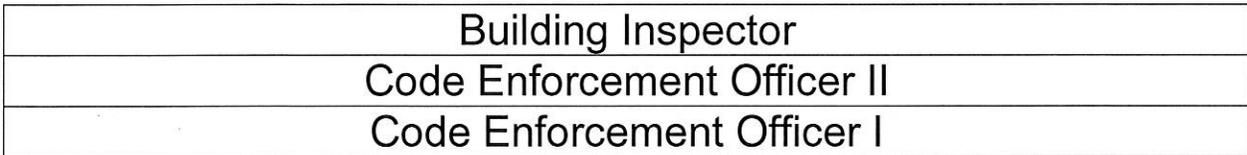
Associate Engineer
Assistant Engineer II
Assistant Engineer I
Senior Building Coordinator
Senior Engineering Technician
Engineering Technician II
Engineering Technician I
Permits Technician

CITY OF REDWOOD CITY
SEIU MOU
Appendix A



Arrow above limits lateral bumping of **Building Inspector** to **Assistant Plan Checker** and not vice versa.





CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Associate Planner
Assistant Planner

Housing & Economic Development Specialist II
Housing & Economic Development Specialist I

Lead Police Clerk
Police Clerk

Lead Public Safety Dispatcher
Communications Dispatcher

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Landscape Equipment Operator
Landscape Gardener

Lead Landscape Gardener
Landscape Gardener

Senior Craft Specialist
Landscape Gardener

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Senior Building Maintenance Worker
Building Maintenance Worker
Lead Maintenance Custodian
Facility Leader
Maintenance Custodian
Facility Aide
Building Attendant III
Building Attendant II
Building Attendant I

Recreation & Community Services Program Coordinator II
Recreation & Community Services Program Coordinator I
Recreation Specialist III
Recreation Specialist II
Recreation Specialist I
Recreation Leader III
Recreation Leader II
Recreation leader I

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Human Services Specialist III
Human Services Specialist II
Human Services Specialist I

Food Service Worker III
Food Service Worker II
Food Service Worker I

Urban Forestry Specialist
Tree Maintenance Leader
Tree Maintenance Worker II
Tree Maintenance Worker I

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Utilities Specialist / Utilities Specialist Wastewater
Utilities Worker / Utilities Worker Wastewater
Lead Public Works Maintenance Worker / Lead Public Works Maintenance Worker Wastewater
Public Works Maintenance Worker II / Public Works Maintenance Worker II Wastewater
Public Works Maintenance Worker I / Public Works Maintenance Worker I Wastewater

Equipment Operator/Public Works Maintenance Worker III / Equipment Operator/Public Works Maintenance Worker III Wastewater
Public Works Maintenance Worker II / Public Works Maintenance Worker II Wastewater
Public Works Maintenance Worker I / Public Works Maintenance Worker I Wastewater

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Lead Maintenance Electrician
Maintenance Electrician

Lead Equipment Mechanic
Equipment Mechanic II
Equipment Mechanic I
Equipment Service Worker

Equipment Operations Leader
Equipment Mechanic II
Equipment Mechanic I
Equipment Service Worker

CITY OF REDWOOD CITY
SEIU MOU
Appendix A

Utility Locator
Consumer Service Technician

Utility Locator
Public Works Maintenance Worker II
Public Works Maintenance Worker I

Customer Support Service Specialist
Consumer Service Technician

**CITY OF REDWOOD CITY
SEIU MOU
Appendix A**

Specialist Librarian
Librarian II
Librarian I
Senior Library Assistant
Library Assistant II
Library Assistant I
Senior Library Page

**LIST OF SINGLE CLASSIFICATIONS
(NO BUMPING RIGHTS)**

Community Service Officer
Delivery Driver / Stock Clerk
Literacy Tutor – Student Coordinator
Parking Enforcement Officer
Recycled Water Specialist
Senior Construction Technician
Water Conservation Specialist

APPENDIX B

C I T Y O F R E D W O O D C I T Y
SEIU SALARIES
EFFECTIVE January 27, 2014

SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
E730	ACCOUNT CLERK I	MONTHLY	3907.00	4101.00	4307.00	4523.00	4747.00
		BIWEEKLY	1803.23	1892.77	1987.85	2087.54	2190.92
		HRLY RATE	22.54	23.66	24.85	26.09	27.39
E700	ACCOUNT CLERK II	MONTHLY	4294.00	4509.00	4734.00	4971.00	5221.00
		BIWEEKLY	1981.85	2081.08	2184.92	2294.31	2409.69
		HRLY RATE	24.77	26.01	27.31	28.68	30.12
E620	ACCOUNTING TECHNICIAN I	MONTHLY	4488.00	4708.00	4945.00	5194.00	5456.00
		BIWEEKLY	2071.38	2172.92	2282.31	2397.23	2518.15
		HRLY RATE	25.89	27.16	28.53	29.97	31.48
E735	ACCOUNTING TECHNICIAN II	MONTHLY	4938.00	5182.00	5443.00	5712.00	6001.00
		BIWEEKLY	2279.08	2391.69	2512.15	2636.31	2769.69
		HRLY RATE	28.49	29.90	31.40	32.95	34.62
E795	ADMINISTRATIVE CLERK I	MONTHLY	3575.00	3752.00	3940.00	4138.00	4346.00
		BIWEEKLY	1650.00	1731.69	1818.46	1909.85	2005.85
		HRLY RATE	20.63	21.65	22.73	23.87	25.07
E770	ADMINISTRATIVE CLERK II	MONTHLY	3934.00	4131.00	4336.00	4554.00	4779.00
		BIWEEKLY	1815.69	1906.62	2001.23	2101.85	2205.69
		HRLY RATE	22.70	23.83	25.02	26.27	27.57
E710	ADMINISTRATIVE CLERK III	MONTHLY	4324.00	4542.00	4769.00	5006.00	5256.00
		BIWEEKLY	1995.69	2096.31	2201.08	2310.46	2425.85
		HRLY RATE	24.95	26.20	27.51	28.88	30.32
G700	ASSISTANT ENGINEER I	MONTHLY	6305.00	6623.00	6955.00	7302.00	7666.00
		BIWEEKLY	2910.00	3056.77	3210.00	3370.15	3538.15
		HRLY RATE	36.38	38.21	40.13	42.13	44.23
G600	ASSISTANT ENGINEER II	MONTHLY	6936.00	7285.00	7649.00	8033.00	8431.00
		BIWEEKLY	3201.23	3362.31	3530.31	3707.54	3891.23
		HRLY RATE	40.02	42.03	44.13	46.34	48.64
H770	ASSISTANT PLAN CHECKER	MONTHLY	6413.00	6734.00	7071.00	7424.00	7796.00

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SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
H750	ASSISTANT PLANNER	BIWEEKLY	2959.85	3108.00	3263.54	3426.46	3598.15
		HRLY RATE	37.00	38.85	40.79	42.83	44.98
H750	ASSISTANT PLANNER	MONTHLY	6233.00	6547.00	6873.00	7217.00	7577.00
		BIWEEKLY	2876.77	3021.69	3172.15	3330.92	3497.08
		HRLY RATE	35.96	37.77	39.65	41.64	43.71
G500	ASSOCIATE ENGINEER	MONTHLY	7633.00	8013.00	8416.00	8835.00	9278.00
		BIWEEKLY	3522.92	3698.31	3884.31	4077.69	4282.15
		HRLY RATE	44.04	46.23	48.55	50.97	53.53
H700	ASSOCIATE PLANNER	MONTHLY	6857.00	7201.00	7559.00	7940.00	8336.00
		BIWEEKLY	3164.77	3323.54	3488.77	3664.62	3847.38
		HRLY RATE	39.56	41.54	43.61	45.81	48.09
N670	BLDG MAINT WORKER	MONTHLY	5191.00	5453.00	5727.00	6010.00	6311.00
		BIWEEKLY	2395.85	2516.77	2643.23	2773.85	2912.77
		HRLY RATE	29.95	31.46	33.04	34.67	36.41
N800	BUILDING ATTENDANT I	MONTHLY	2050.00	2154.00	2262.00	2374.00	2492.00
		BIWEEKLY	946.15	994.15	1044.00	1095.69	1150.15
		HRLY RATE	11.83	12.43	13.05	13.70	14.38
N805	BUILDING ATTENDANT II	MONTHLY	2278.00	2393.00	2511.00	2637.00	2769.00
		BIWEEKLY	1051.38	1104.46	1158.92	1217.08	1278.00
		HRLY RATE	13.14	13.81	14.49	15.21	15.98
N810	BUILDING ATTENDANT III	MONTHLY	2533.00	2658.00	2790.00	2929.00	3076.00
		BIWEEKLY	1169.08	1226.77	1287.69	1351.85	1419.69
		HRLY RATE	14.61	15.33	16.10	16.90	17.75
K710	BUILDING INSPECTOR	MONTHLY	6414.00	6735.00	7073.00	7425.00	7796.00
		BIWEEKLY	2960.31	3108.46	3264.46	3426.92	3598.15
		HRLY RATE	37.00	38.86	40.81	42.84	44.98
R505	CHILDCARE ASST. DIRECTOR	MONTHLY	4325.00	4543.00	4771.00	5007.00	5258.00
		BIWEEKLY	1996.15	2096.77	2202.00	2310.92	2426.77
		HRLY RATE	24.95	26.21	27.53	28.89	30.33

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SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
R504	CHILDCARE LEADER	MONTHLY	3575.00	3752.00	3940.00	4138.00	4346.00
		BIWEEKLY	1650.00	1731.69	1818.46	1909.85	2005.85
		HRLY RATE	20.63	21.65	22.73	23.87	25.07
K750	CODE ENFORCEMENT OFFICER I	MONTHLY	5831.00	6123.00	6431.00	6751.00	7089.00
		BIWEEKLY	2691.23	2826.00	2968.15	3115.85	3271.85
		HRLY RATE	33.64	35.33	37.10	38.95	40.90
K755	CODE ENFORCEMENT OFFICER II	MONTHLY	6414.00	6735.00	7073.00	7425.00	7796.00
		BIWEEKLY	2960.31	3108.46	3264.46	3426.92	3598.15
		HRLY RATE	37.00	38.86	40.81	42.84	44.98
E670	COMMUNICATIONS DISPATCHER	MONTHLY	6207.00	6514.00	6846.00	7186.00	7546.00
		BIWEEKLY	2864.77	3006.46	3159.69	3316.62	3482.77
		HRLY RATE	35.81	37.58	39.50	41.46	43.53
H790	COMMUNITY DEVELOPMENT SPECIALIST	MONTHLY	6310.00	6625.00	6958.00	7306.00	7671.00
		BIWEEKLY	2912.31	3057.69	3211.38	3372.00	3540.46
		HRLY RATE	36.40	38.22	40.14	42.15	44.26
E705	COMMUNITY SERVICE OFFICER	MONTHLY	4850.00	5094.00	5348.00	5618.00	5900.00
		BIWEEKLY	2238.46	2351.08	2468.31	2592.92	2723.08
		HRLY RATE	27.98	29.39	30.85	32.41	34.04
M750	CONSUMER SERV TECH	MONTHLY	4890.00	5136.00	5389.00	5659.00	5943.00
		BIWEEKLY	2256.92	2370.46	2487.23	2611.85	2742.92
		HRLY RATE	28.21	29.63	31.09	32.65	34.29
M715	CUSTOMER SUPPORT SERVICE SPECIALIST	MONTHLY	6228.00	6542.00	6867.00	7212.00	7571.00
		BIWEEKLY	2874.46	3019.38	3169.38	3328.62	3494.31
		HRLY RATE	35.93	37.74	39.62	41.61	43.68
G730	ENGINEERING TECH I	MONTHLY	4684.00	4918.00	5165.00	5425.00	5695.00
		BIWEEKLY	2161.85	2269.85	2383.85	2503.85	2628.46
		HRLY RATE	27.02	28.37	29.80	31.30	32.86
G710	ENGINEERING TECH II	MONTHLY	5148.00	5406.00	5678.00	5963.00	6260.00

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N710	EQUIPMENT MECHANIC I	MONTHLY	4997.00	5248.00	5509.00	5784.00	6074.00
		BIWEEKLY	2306.31	2422.15	2542.62	2669.54	2803.38
		HRLY RATE	28.83	30.28	31.78	33.37	35.04
N600	EQUIPMENT MECHANIC II	MONTHLY	5493.00	5768.00	6055.00	6359.00	6676.00
		BIWEEKLY	2535.23	2662.15	2794.62	2934.92	3081.23
		HRLY RATE	31.69	33.28	34.93	36.69	38.52
M800	EQUIPMENT OPERATIONS LEADER	MONTHLY	6047.00	6346.00	6665.00	6997.00	7348.00
		BIWEEKLY	2790.92	2928.92	3076.15	3229.38	3391.38
		HRLY RATE	34.89	36.61	38.45	40.37	42.39
N750	EQUIPMENT SERVICE WORKER	MONTHLY	4344.00	4557.00	4784.00	5026.00	5280.00
		BIWEEKLY	2004.92	2103.23	2208.00	2319.69	2436.92
		HRLY RATE	25.06	26.29	27.60	29.00	30.46
N790	FACILITY AIDE	MONTHLY	3578.00	3756.00	3944.00	4142.00	4348.00
		BIWEEKLY	1651.38	1733.54	1820.31	1911.69	2006.77
		HRLY RATE	20.64	21.67	22.75	23.90	25.08
N745	FACILITY LEADER	MONTHLY	4130.00	4336.00	4552.00	4778.00	5020.00
		BIWEEKLY	1906.15	2001.23	2100.92	2205.23	2316.92
		HRLY RATE	23.83	25.02	26.26	27.57	28.96
R753	FOOD SERVICE WORKER I	MONTHLY	1638.00	1721.00	1807.00	1897.00	1991.00
		BIWEEKLY	756.00	794.31	834.00	875.54	918.92
		HRLY RATE	9.45	9.93	10.43	10.94	11.49
R754	FOOD SERVICE WORKER II	MONTHLY	1804.00	1894.00	1989.00	2089.00	2192.00
		BIWEEKLY	832.62	874.15	918.00	964.15	1011.69
		HRLY RATE	10.41	10.93	11.48	12.05	12.65
R755	FOOD SERVICE WORKER III	MONTHLY	3247.00	3407.00	3578.00	3756.00	3946.00
		BIWEEKLY	1498.62	1572.46	1651.38	1733.54	1821.23
		HRLY RATE	18.73	19.66	20.64	21.67	22.77

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SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
G740	GIS COORDINATOR	MONTHLY	7057.00	7408.00	7779.00	8168.00	8577.00
		BIWEEKLY	3257.08	3419.08	3590.31	3769.85	3958.62
		HRLY RATE	40.71	42.74	44.88	47.12	49.48
K745	HOUSING & ECON. DEVELOP. SPEC. II	MONTHLY	6414.00	6735.00	7073.00	7425.00	7796.00
		BIWEEKLY	2960.31	3108.46	3264.46	3426.92	3598.15
		HRLY RATE	37.00	38.86	40.81	42.84	44.98
K740	HOUSING & ECON. DEVELOPMENT SPEC. I	MONTHLY	5831.00	6121.00	6431.00	6751.00	7086.00
		BIWEEKLY	2691.23	2825.08	2968.15	3115.85	3270.46
		HRLY RATE	33.64	35.31	37.10	38.95	40.88
E210	HUMAN SERVICES SPECIALIST I	MONTHLY	3575.00	3753.00	3938.00	4136.00	4346.00
		BIWEEKLY	1650.00	1732.15	1817.54	1908.92	2005.85
		HRLY RATE	20.63	21.65	22.72	23.86	25.07
E220	HUMAN SERVICES SPECIALIST II	MONTHLY	3932.00	4130.00	4331.00	4550.00	4779.00
		BIWEEKLY	1814.77	1906.15	1998.92	2100.00	2205.69
		HRLY RATE	22.68	23.83	24.99	26.25	27.57
R230	HUMAN SERVICES SPECIALIST III	MONTHLY	4324.00	4542.00	4769.00	5006.00	5256.00
		BIWEEKLY	1995.69	2096.31	2201.08	2310.46	2425.85
		HRLY RATE	24.95	26.20	27.51	28.88	30.32
R705	LANDSCAPE EQUIPMENT OPERATOR	MONTHLY	5139.00	5394.00	5665.00	5946.00	6244.00
		BIWEEKLY	2371.85	2489.54	2614.62	2744.31	2881.85
		HRLY RATE	29.65	31.12	32.68	34.30	36.02
R720	LANDSCAPE GARDENER	MONTHLY	4724.00	4956.00	5205.00	5466.00	5737.00
		BIWEEKLY	2180.31	2287.38	2402.31	2522.77	2647.85
		HRLY RATE	27.25	28.59	30.03	31.53	33.10
N500	LEAD EQUIPMENT MECHANIC	MONTHLY	6047.00	6346.00	6665.00	6997.00	7348.00
		BIWEEKLY	2790.92	2928.92	3076.15	3229.38	3391.38
		HRLY RATE	34.89	36.61	38.45	40.37	42.39
R680	LEAD LANDSCAPE GARDENER	MONTHLY	5191.00	5453.00	5727.00	6010.00	6311.00

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SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
N780	LEAD MAINTENANCE CUSTODIAN	MONTHLY BIWEEKLY HRLY RATE	4325.00 1996.15 24.95	4543.00 2096.77 26.21	4771.00 2202.00 27.53	5007.00 2310.92 28.89	5258.00 2426.77 30.33
M615	LEAD MAINTENANCE ELECTRICIAN	MONTHLY BIWEEKLY HRLY RATE	6642.00 3065.54 38.32	6973.00 3218.31 40.23	7325.00 3380.77 42.26	7692.00 3550.15 44.38	8076.00 3727.38 46.59
E685	LEAD POLICE CLERK	MONTHLY BIWEEKLY HRLY RATE	4878.00 2251.38 28.14	5121.00 2363.54 29.54	5377.00 2481.69 31.02	5646.00 2605.85 32.57	5929.00 2736.46 34.21
E675	LEAD PUBLIC SAFETY DISPATCHER	MONTHLY BIWEEKLY HRLY RATE	6828.00 3151.38 39.39	7170.00 3309.23 41.37	7527.00 3474.00 43.43	7902.00 3647.08 45.59	8300.00 3830.77 47.88
M620	LEAD PUBLIC WKS MAINT WORKER	MONTHLY BIWEEKLY HRLY RATE	5397.00 2490.92 31.14	5665.00 2614.62 32.68	5947.00 2744.77 34.31	6245.00 2882.31 36.03	6555.00 3025.38 37.82
M621	LEAD PUBLIC WKS MAINT WORKER - WASTEWATER	MONTHLY BIWEEKLY HRLY RATE	5504.00 2540.31 31.75	5777.00 2666.31 33.33	6065.00 2799.23 34.99	6368.00 2939.08 36.74	6685.00 3085.38 38.57
L720	LIBRARIAN I	MONTHLY BIWEEKLY HRLY RATE	5024.00 2318.77 30.51	5278.00 2436.00 32.05	5541.00 2557.38 33.65	5814.00 2683.38 35.31	6107.00 2818.62 37.09
L700	LIBRARIAN II	MONTHLY BIWEEKLY HRLY RATE	5523.00 2549.08 33.54	5800.00 2676.92 35.22	6092.00 2811.69 37.00	6396.00 2952.00 38.84	6716.00 3099.69 40.79

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SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
L780	LIBRARY ASST I	MONTHLY	3781.00	3971.00	4168.00	4374.00	4594.00
		BIWEEKLY	1745.08	1832.77	1923.69	2018.77	2120.31
		HRLY RATE	22.96	24.12	25.31	26.56	27.90
L760	LIBRARY ASST II	MONTHLY	4163.00	4370.00	4587.00	4813.00	5057.00
		BIWEEKLY	1921.38	2016.92	2117.08	2221.38	2334.00
		HRLY RATE	25.28	26.54	27.86	29.23	30.71
L805	LIBRARY INFORMATION TECHNOLOGY TECHNICIAN	MONTHLY	5416.00	5686.00	5971.00	6269.00	6583.00
		BIWEEKLY	2499.69	2624.31	2755.85	2893.38	3038.31
		HRLY RATE	32.89	34.53	36.26	38.07	39.98
L750	LIBRARY OUTREACH SPECIALIST	MONTHLY	4163.00	4370.00	4587.00	4813.00	5057.00
		BIWEEKLY	1921.38	2016.92	2117.08	2221.38	2334.00
		HRLY RATE	25.28	26.54	27.86	29.23	30.71
E905	LIBRARY PAGE	MONTHLY	1638.00	1721.00	1807.00	1897.00	1991.00
		BIWEEKLY	756.00	794.31	834.00	875.54	918.92
		HRLY RATE	9.45	9.93	10.43	10.94	11.49
L800	LIBRARY PROGRAM SPECIALIST	MONTHLY	5523.00	5800.00	6092.00	6396.00	6716.00
		BIWEEKLY	2549.08	2676.92	2811.69	2952.00	3099.69
		HRLY RATE	33.54	35.22	37.00	38.84	40.79
L690	LITERACY TUTOR - STUDENT COORD	MONTHLY	5523.00	5800.00	6092.00	6396.00	6716.00
		BIWEEKLY	2549.08	2676.92	2811.69	2952.00	3099.69
		HRLY RATE	33.54	35.22	37.00	38.84	40.79
L730	LOCAL HISTORY SPECIALIST I	MONTHLY	5024.00	5278.00	5541.00	5814.00	6107.00
		BIWEEKLY	2318.77	2436.00	2557.38	2683.38	2818.62
		HRLY RATE	30.51	32.05	33.65	35.31	37.09
L710	LOCAL HISTORY SPECIALIST II	MONTHLY	5523.00	5800.00	6092.00	6396.00	6716.00
		BIWEEKLY	2549.08	2676.92	2811.69	2952.00	3099.69
		HRLY RATE	33.54	35.22	37.00	38.84	40.79
M610	MAINT ELECTRICIAN	MONTHLY	6044.00	6344.00	6660.00	6994.00	7344.00

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N770	MAINTENANCE CUSTODIAN	MONTHLY	3937.00	4131.00	4339.00	4555.00	4780.00
		BIWEEKLY	1817.08	1906.62	2002.62	2102.31	2206.15
		HRLY RATE	22.71	23.83	25.03	26.28	27.58
E807	PARKING ENFORCEMENT OFFICER	MONTHLY	3272.00	3434.00	3606.00	3786.00	3976.00
		BIWEEKLY	1510.15	1584.92	1664.31	1747.38	1835.08
		HRLY RATE	18.88	19.81	20.80	21.84	22.94
E750	PARKING METER COLLECTOR	MONTHLY	3713.00	3898.00	4091.00	4298.00	4513.00
		BIWEEKLY	1713.69	1799.08	1888.15	1983.69	2082.92
		HRLY RATE	21.42	22.49	23.60	24.80	26.04
E540	PERMITS TECHNICIAN	MONTHLY	5342.00	5612.00	5889.00	6184.00	6493.00
		BIWEEKLY	2465.54	2590.15	2718.00	2854.15	2996.77
		HRLY RATE	30.82	32.38	33.98	35.68	37.46
H780	PLAN CHECKER	MONTHLY	7058.00	7412.00	7782.00	8171.00	8580.00
		BIWEEKLY	3257.54	3420.92	3591.69	3771.23	3960.00
		HRLY RATE	40.72	42.76	44.90	47.14	49.50
E690	POLICE CLERK	MONTHLY	4437.00	4657.00	4887.00	5134.00	5389.00
		BIWEEKLY	2047.85	2149.38	2255.54	2369.54	2487.23
		HRLY RATE	25.60	26.87	28.19	29.62	31.09
R740	POOL MAINTENANCE WORKER	MONTHLY	4041.00	4247.00	4456.00	4681.00	4913.00
		BIWEEKLY	1865.08	1960.15	2056.62	2160.46	2267.54
		HRLY RATE	23.31	24.50	25.71	27.01	28.34
E915	PROJECT READ ASSISTANT	MONTHLY	4327.00	4545.00	4771.00	5011.00	5260.00
		BIWEEKLY	1997.08	2097.69	2202.00	2312.77	2427.69
		HRLY RATE	24.96	26.22	27.53	28.91	30.35
M775	PUBLIC WORKS MAINT WORKER I	MONTHLY	4445.00	4666.00	4901.00	5146.00	5403.00
		BIWEEKLY	2051.54	2153.54	2262.00	2375.08	2493.69

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M776	PUBLIC WORKS MAINT WORKER I - WASTEWATER	HRLY RATE	25.64	26.92	28.28	29.69	31.17
		MONTHLY	4533.00	4758.00	4997.00	5248.00	5510.00
		BIWEEKLY	2092.15	2196.00	2306.31	2422.15	2543.08
		HRLY RATE	26.15	27.45	28.83	30.28	31.79
M735	PUBLIC WORKS MAINT WORKER II	MONTHLY	4890.00	5136.00	5389.00	5659.00	5943.00
		BIWEEKLY	2256.92	2370.46	2487.23	2611.85	2742.92
		HRLY RATE	28.21	29.63	31.09	32.65	34.29
M736	PUBLIC WORKS MAINT WORKER II - WASTEWATER	MONTHLY	4989.00	5237.00	5495.00	5772.00	6061.00
		BIWEEKLY	2302.62	2417.08	2536.15	2664.00	2797.38
		HRLY RATE	28.78	30.21	31.70	33.30	34.97
M700	PUBLIC WORKS MAINT WORKER III / EQUIPMENT OPERATOR	MONTHLY	5139.00	5394.00	5665.00	5946.00	6244.00
		BIWEEKLY	2371.85	2489.54	2614.62	2744.31	2881.85
		HRLY RATE	29.65	31.12	32.68	34.30	36.02
M701	PW MAINT WORKER III / EQUIP OPER - WASTEWATER	MONTHLY	5242.00	5501.00	5777.00	6064.00	6367.00
		BIWEEKLY	2419.38	2538.92	2666.31	2798.77	2938.62
		HRLY RATE	30.24	31.74	33.33	34.98	36.73
E741	RECREATION & COMMUNITY SERVICES PROGRAM COORDINATOR I	MONTHLY	5025.00	5279.00	5541.00	5818.00	6108.00
		BIWEEKLY	2319.23	2436.46	2557.38	2685.23	2819.08
		HRLY RATE	28.99	30.46	31.97	33.57	35.24
E742	RECREATION & COMMUNITY SERVICES PROGRAM COORDINATOR II	MONTHLY	5527.00	5804.00	6095.00	6400.00	6717.00
		BIWEEKLY	2550.92	2678.77	2813.08	2953.85	3100.15
		HRLY RATE	31.89	33.48	35.16	36.92	38.75
R760	RECREATION LEADER I	MONTHLY	1639.00				
		BIWEEKLY	756.46				
		HRLY RATE	9.46				
R761	RECREATION LEADER II	MONTHLY	1694.00	1779.00	1868.00	1960.00	
		BIWEEKLY	781.85	821.08	862.15	904.62	
		HRLY RATE	9.77	10.26	10.78	11.31	

APPENDIX B

C I T Y O F R E D W O O D C I T Y

SEIU SALARIES

EFFECTIVE January 27, 2014

SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
R762	RECREATION LEADER III	MONTHLY	1947.00	2045.00	2149.00	2254.00	
		BIWEEKLY	898.62	943.85	991.85	1040.31	
		HRLY RATE	11.23	11.80	12.40	13.00	
R765	RECREATION SPECIALIST I	MONTHLY	2152.00	2260.00	2371.00	2583.00	
		BIWEEKLY	993.23	1043.08	1094.31	1192.15	
		HRLY RATE	12.42	13.04	13.68	14.90	
R766	RECREATION SPECIALIST II	MONTHLY	2663.00	2796.00	2936.00		
		BIWEEKLY	1229.08	1290.46	1355.08		
		HRLY RATE	15.36	16.13	16.94		
R767	RECREATION SPECIALIST III	MONTHLY	3021.00	3173.00	3330.00		
		BIWEEKLY	1394.31	1464.46	1536.92		
		HRLY RATE	17.43	18.31	19.21		
M815	RECYCLED WATER SPECIALIST	MONTHLY	6228.00	6542.00	6867.00	7212.00	7571.00
		BIWEEKLY	2874.46	3019.38	3169.38	3328.62	3494.31
		HRLY RATE	35.93	37.74	39.62	41.61	43.68
E600	SECRETARY	MONTHLY	4777.00	5019.00	5265.00	5528.00	5807.00
		BIWEEKLY	2204.77	2316.46	2430.00	2551.38	2680.15
		HRLY RATE	27.56	28.96	30.38	31.89	33.50
K705	SENIOR BUILDING COORDINATOR	MONTHLY	7058.00	7412.00	7782.00	8171.00	8580.00
		BIWEEKLY	3257.54	3420.92	3591.69	3771.23	3960.00
		HRLY RATE	40.72	42.76	44.90	47.14	49.50
N630	SENIOR BUILDING MAINT WORKER	MONTHLY	5709.00	5999.00	6297.00	6612.00	6941.00
		BIWEEKLY	2634.92	2768.77	2906.31	3051.69	3203.54
		HRLY RATE	32.94	34.61	36.33	38.15	40.04
N815	SENIOR CONSTRUCTION TECHNICIAN	MONTHLY	7186.00	7546.00	7924.00	8319.00	8735.00
		BIWEEKLY	3316.62	3482.77	3657.23	3839.54	4031.54

APPENDIX B

C I T Y O F R E D W O O D C I T Y
SEIU SALARIES
EFFECTIVE January 27, 2014

SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
		HRLY RATE	41.46	43.53	45.72	47.99	50.39
R675	SENIOR CRAFTS SPECIALIST	MONTHLY	5191.00	5453.00	5727.00	6010.00	6311.00
		BIWEEKLY	2395.85	2516.77	2643.23	2773.85	2912.77
		HRLY RATE	29.95	31.46	33.04	34.67	36.41
G680	SENIOR ENGINEERING TECHNICIAN	MONTHLY	6414.00	6735.00	7073.00	7425.00	7796.00
		BIWEEKLY	2960.31	3108.46	3264.46	3426.92	3598.15
		HRLY RATE	37.00	38.86	40.81	42.84	44.98
L745	SENIOR LIBRARY ASST	MONTHLY	4575.00	4805.00	5042.00	5294.00	5561.00
		BIWEEKLY	2111.54	2217.69	2327.08	2443.38	2566.62
		HRLY RATE	27.78	29.18	30.62	32.15	33.77
L751	SENIOR LIBRARY OUTREACH SPECIALIST	MONTHLY	5024.00	5278.00	5541.00	5814.00	6107.00
		BIWEEKLY	2318.77	2436.00	2557.38	2683.38	2818.62
		HRLY RATE	30.51	32.05	33.65	35.31	37.09
E910	SENIOR LIBRARY PAGE	MONTHLY	1963.00	2062.00	2163.00	2272.00	2388.00
		BIWEEKLY	906.00	951.69	998.31	1048.62	1102.15
		HRLY RATE	11.33	11.90	12.48	13.11	13.78
M670	SENIOR WATER CONTROL SPEC	MONTHLY	6228.00	6542.00	6867.00	7212.00	7571.00
		BIWEEKLY	2874.46	3019.38	3169.38	3328.62	3494.31
		HRLY RATE	35.93	37.74	39.62	41.61	43.68
L590	SPECIALIST LIBRARIAN	MONTHLY	5800.00	6089.00	6396.00	6716.00	7052.00
		BIWEEKLY	2676.92	2810.31	2952.00	3099.69	3254.77
		HRLY RATE	35.22	36.98	38.84	40.79	42.83
K650	SR BUILDING INSPECTOR (ELECT SPEC)	MONTHLY	7058.00	7412.00	7782.00	8171.00	8580.00
		BIWEEKLY	3257.54	3420.92	3591.69	3771.23	3960.00
		HRLY RATE	40.72	42.76	44.90	47.14	49.50
E745	THERAPEUTIC PROGRAM COORD	MONTHLY	4726.00	4962.00	5209.00	5467.00	5740.00
		BIWEEKLY	2181.23	2290.15	2404.15	2523.23	2649.23
		HRLY RATE	27.27	28.63	30.05	31.54	33.12

APPENDIX B

C I T Y O F R E D W O O D C I T Y
SEIU SALARIES
EFFECTIVE January 27, 2014

SALARY	DESCRIPTION.....	UNIT.....	STEP 1...	STEP 2...	STEP 3...	STEP 4...	STEP 5...
R710	TREE MAINT WORKER I	MONTHLY BIWEEKLY HRLY RATE	4493.00 2073.69 25.92	4718.00 2177.54 27.22	4948.00 2283.69 28.55	5200.00 2400.00 30.00	5460.00 2520.00 31.50
R730	TREE MAINT WORKER II	MONTHLY BIWEEKLY HRLY RATE	4944.00 2281.85 28.52	5191.00 2395.85 29.95	5449.00 2514.92 31.44	5726.00 2642.77 33.03	6010.00 2773.85 34.67
R690	TREE MAINTENANCE LEADER	MONTHLY BIWEEKLY HRLY RATE	5435.00 2508.46 31.36	5707.00 2634.00 32.93	5995.00 2766.92 34.59	6292.00 2904.00 36.30	6607.00 3049.38 38.12
R685	URBAN FORESTRY SPECIALIST	MONTHLY BIWEEKLY HRLY RATE	6252.00 2885.54 36.07	6563.00 3029.08 37.86	6891.00 3180.46 39.76	7237.00 3340.15 41.75	7598.00 3506.77 43.83
M690	UTILITIES SPECIALIST	MONTHLY BIWEEKLY HRLY RATE	6228.00 2874.46 35.93	6542.00 3019.38 37.74	6867.00 3169.38 39.62	7212.00 3328.62 41.61	7571.00 3494.31 43.68
M691	UTILITIES SPECIALIST - WASTEWATER	MONTHLY BIWEEKLY HRLY RATE	6352.00 2931.69 36.65	6671.00 3078.92 38.49	7002.00 3231.69 40.40	7355.00 3394.62 42.43	7720.00 3563.08 44.54
M680	UTILITIES WORKER	MONTHLY BIWEEKLY HRLY RATE	5661.00 2612.77 32.66	5944.00 2743.38 34.29	6241.00 2880.46 36.01	6552.00 3024.00 37.80	6883.00 3176.77 39.71
M681	UTILITIES WORKER - WASTEWATER	MONTHLY BIWEEKLY HRLY RATE	5774.00 2664.92 33.31	6062.00 2797.85 34.97	6365.00 2937.69 36.72	6682.00 3084.00 38.55	7020.00 3240.00 40.50
M650	UTILITY LOCATOR	MONTHLY BIWEEKLY HRLY RATE	5397.00 2490.92 31.14	5665.00 2614.62 32.68	5947.00 2744.77 34.31	6245.00 2882.31 36.03	6555.00 3025.38 37.82
M805	WATER CONSERVATION SPECIALIST	MONTHLY BIWEEKLY	6228.00 2874.46	6542.00 3019.38	6867.00 3169.38	7212.00 3328.62	7571.00 3494.31

APPENDIX B

C I T Y O F R E D W O O D C I T Y
 SEIU SALARIES
 EFFECTIVE January 27, 2014

SALARY	DESCRIPTION.....	UNIT.....	STEP 1..	STEP 2..	STEP 3..	STEP 4..	STEP 5..
		HRLY RATE	35.93	37.74	39.62	41.61	43.68
M810	WATER QUALITY SPECIALIST	MONTHLY	6228.00	6542.00	6867.00	7212.00	7571.00
		BIWEEKLY	2874.46	3019.38	3169.38	3328.62	3494.31
		HRLY RATE	35.93	37.74	39.62	41.61	43.68

113 records listed.

CITY OF REDWOOD CITY

SEIU MOU

Appendix C

Pension Tiers and Employee Contributions

Figures include required employee share and 2.5% cost-share effective 8/1/15, and 5% total cost share effective 8/1/16.

Tier	Hire Date	Formula	Total Employee Contribution		
			2/1/14	8/1/15	8/1/16
1	Prior to 10/24/11	2.7% @55	8%	10.5%	13%
2	10/24/11 or later, and not a "new member" under PEPRA	2%@60	7%	9.5%	12%
3	1/1/13 or later, and a "new member" under PEPRA	2%@62	6.25%	8.75%*	11.25%*

Tier 3: Employee Share rates based on assumption of 50% of normal cost at 6.25%. Subject to change if normal cost for tier 3 changes.

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SIDELETTER OF AGREEMENT

Sandra Floyd, Worksite Organizer
SEIU Local 521
558 Brewster Ave, Suite 100
Redwood City, CA 94063

Dear Sandra:

This letter confirms that the City of Redwood City and SEIU Local 521 have met and conferred and have reached agreement on the following provisions as they relate to contract employees (hereafter known as term employees) and part-time workers represented by the SEIU Unit:

A. MOU Amendments

1. Delete Side Letter dated December 5, 2007.
2. Revise Section 1.1 entitled "Union Recognition" as follows:

Service Employees International Union Local 521 has been recognized as the Exclusive Representative, pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972, for the regular full-time workers and part-time workers initially and regularly scheduled to work at least twenty (20) hours per week for a minimum of twenty-six (26) pay periods, and term workers assigned to the classes set forth in Appendix A which is attached hereto and made a part hereof. This unit of workers shall for the purpose of identification be titled the SEIU Unit.

A term worker shall be defined as a contract worker who has served in a job classification represented by SEIU initially and regularly scheduled for a minimum of twenty (20) hours per week for two consecutive years. Term employees shall be employed for one fiscal year, subject to annual renewal. Term employment shall be limited to those classifications as identified in Appendix A, subject to change by mutual agreement only. Except where otherwise specified in this agreement, all MOU provisions for term workers shall be equal to those of regular workers.

At the end of each calendar quarter the City shall prepare a list of casual workers who were hired to work less than twenty (20) hours per week (less than 1,000 hours per year) but who,

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during the immediately preceding twelve months, have been regularly scheduled to work and have worked a minimum of one-thousand (1,000) hours. Such workers shall be added to the SEIU representation unit effective on the first day of the first pay period at least thirty (30) days following the quarter in which the worker met the regular and continuous, and one-thousand (1,000) hours per year standard. "Regularly scheduled to work" shall be defined as not having a consecutive break in service of thirty (30) calendar days or more.

3. Revise Section 7.4.1 regarding "Order of Layoff" as follows:

Prior to any layoff within the SEIU Unit, non-regular employees performing duties of the affected classifications shall be separated from service first. No non-regular employees shall be employed until all regular workers in the SEIU Unit are reemployed or offered reemployment from the appropriate reemployment list.

Casual and term employees placed in the unit will have a length of service date that commences on the first day of the first pay period in which they are being placed in the bargaining unit. Service rendered as a casual or contract worker prior to being placed in the unit will not count toward length of service for the purpose of determining order of layoff and bumping rights, or any other vested right or benefit associated with unit representation.

4. Insert New Section 7.5.13 regarding "Bumping Rights" as follows:

No regular worker may bump into a term position. No term worker may bump or transfer into a regular position.

5. Revise Section 9.1 regarding "Probationary Period – Duration" as follows:

9.1 Duration

Original and promotional appointments for regular full-time and regular part-time workers shall be subject to a probationary period of one (1) year. Term appointments shall be subject to a probationary period of two (2) years.

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Contract workers who have been added to the bargaining unit as term workers will not be required to serve a probationary period subsequent to two years of service as a contract worker within the same job classification.

6. Insert New Section 15.5.4 regarding “Regular Part-Time Employment” as follows:

Variation of Hours and Benefits. The Parties acknowledge that the regularly scheduled hours of permanent part-time workers in the representation unit may vary from year to year. To ensure the equitable treatment of such workers the parties agree that each July the City shall prepare a list of the straight time hours worked by each such worker in the immediately preceding fiscal year. The City shall provide a copy of this list to the Union by August 1st each year”. Effective September 1st each year, the City shall adjust the prorated share of each such workers’ benefits to reflect the portion of a regular full-time schedule that they each worked in the immediately preceding fiscal year. If a unit member falls below the 20 hour per week average, the member will no longer be eligible for a City contribution towards the benefit plans and will be offered COBRA.

7. Revise Section 22.2 regarding “Retiree Health” as follows:

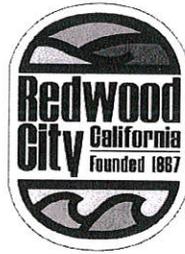
Retiree Health. For regular workers who have ten (10) years of service and retire under the retirement plan provided by Redwood City, the City shall contribute on behalf of the retiree only (no dependents), an amount toward the health plans equal to the premium paid for an active worker, for the same plan. Term workers shall not be eligible for retiree health coverage.

8. Revise Section 15.1.5 regarding “Salary Plan” as follows:

Progression of regular workers from the third step to the fourth step and the fourth step to the fifth step of the salary plan will be based upon the completion of the period of one (1) years’ service at the respective lower step.

Term workers shall progress from the third step to the fourth step and the fourth step to the fifth step of the salary plan on the same schedule as regular workers, however, the Department Head may deny a step increase due to unsatisfactory performance or lack of available program funding. Denial of a step increase, and the reasons therefore, shall be sent to the worker in writing.

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B. Implementation

Current contract employees represented by SEIU, as listed in appendix A, shall be converted to term workers in the classification of Recreation and Community Services Coordinator I effective July 1, 2015. Salary, benefits, and terms of employment as described in section A shall become effective on that date.

Employees hired as contract workers prior to July 1, 2014 shall be placed at the second step in the salary range. Employees hired after July 1, 2014 shall be placed at the first step in the salary range. Employees will be eligible for step increases as listed in Appendix A.

Vacation accrual for term workers shall be set in accordance with the schedule set forth in section 19.2 of the MOU. Vacation anniversary dates, for the purposes of accrual adjustments, shall be the date the contracts employee became represented by SEIU, or date of hire, whichever is later, as set forth in Appendix A.

C. Classification Study

The City will conduct a classification study of the current Recreation and Community Services Coordinator I and II classifications, and will propose amendments to the job specifications no later than September 1, 2015. Employees seeking a reclassification may submit their request during or after the classification study.

APPROVED AND ACCEPTED:

SEIU Local 521
POLICE OFFICERS ASSOCIATION

By 
Sandra Floyd, Worksite Organizer
Dated: April 21, 2015

Very Truly Yours,

CITY OF REDWOOD CITY

By 
Robert B. Bell, City Manager
Dated: April __, 2015

Human Resources Division
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APPENDIX A

EMPLOYEE NAME	SEIU SERVICE DATE/ HIRE DATE	CURRENT CLASSIFICATION	NEW CLASSIFICATION	CURRENT HOURLY	NEW STEP	NEW HOURLY	ELIGIBLE FOR STEP INCREASE	VACATION ACCRUAL
GANELES, STEPHANY	9/22/2014	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	22.48	1	30.44	7/1/2016	3.077
AGUILERA, CYNTHIA	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
BRENT, TELISHIA	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
CARLOS, ANNA	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
FEIERSTEIN, JOSHUA	7/30/2012	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.50	2	31.98	7/1/2016	3.077
RODRIGUEZ, SCOTT	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
STEWART, MELISSA	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
TARVER, ONIKA	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615
ZUNIGA, CESAR	1/21/2008	PARAPROFESSIONAL	REC. AND COMM. SER. PROG. COORD. I	28.71	2	31.98	1/21/2016	4.615

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December 23, 2015

Sandra Floyd
Service Employees International Union
Local 521
558 Brewster Ave, Suite 100
Redwood City, CA 94063

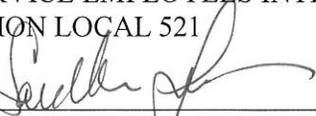
Re: Side Letter of Agreement

This letter confirms that the City of Redwood City ("City") and Service Employees International Union Local 521 ("SEIU") (collectively referred to as the "parties") have met and conferred, and hereby mutually agree to the following changes to the 2014-2017 Memorandum of Understanding between the parties:

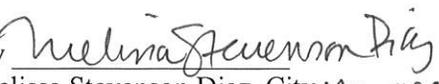
Effective the date of this letter, section ("Sick Leave"), shall read as follows:

20.1.5 A worker may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the ~~preceding first 26~~ preceding first 26 pay periods ending that year) by requesting payment of unused sick leave in writing to the Director of Finance on or before December ~~31~~ 31 of the ~~prior~~ prior year. Payment shall be made at twenty-five percent (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 (12.5 hours for Dispatchers) for the first preceding (26) pay periods of the calendar year in which leave is earned. In years that contain twenty-seven (27) pay periods, sick leave accrued in the twenty-seventh (27th) pay period shall not be paid out, nor shall leave used in that pay period count toward the calculation of the payout percentage. at the salary for the year in which the payment is being made. Payment shall be made after December 31 of the year in which leave is earned, at the employee's current salary as of 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 in accordance with Section 20.9 is excluded from the definition of sick leave for the purposes of this section.

APPROVED AND ACCEPTED:
SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 521

By 
Sandra Floyd, Worksite Organizer
Dated: February 8, 2015 6

Very Truly Yours,
CITY OF REDWOOD CITY

By 
Melissa Stevenson Diaz, City Manager
Dated: February 11, 2016
March 14, 2016