



**SPECIAL MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND**  
**MUTI-PURPOSE ROOM (BASEMENT), COMMUNITY SERVICES BUILDING**  
**440 Civic Center Plaza, Richmond, CA 94804**

**AGENDA**  
**Tuesday, April 9, 2024**

***Link to Rent Board Meeting Agendas and Accompanying Materials:***  
[www.ci.richmond.ca.us/3375/Rent-Board](http://www.ci.richmond.ca.us/3375/Rent-Board)

**Board Chair**  
Sara Cantor

**Board Vice Chair**  
Karina Guadalupe

**Boardmembers**  
Elaine Dockens  
Tomas Espinoza  
Jim Hite

**NOTICE: MASKS ARE STRONGLY ENCOURAGED!!**

**Accessibility for Individuals with Disabilities**

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, interpretation service or alternative format requested at least two days before the meeting. Requests should be emailed

to [cynthia\\_shaw@ci.richmond.ca.us](mailto:cynthia_shaw@ci.richmond.ca.us) and [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) or submitted by phone at (510) 620-5552. Requests made by mail to the Rent Program Office, Rent Board meeting, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

### NOTICE TO PUBLIC

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

Public Comment on Agenda Items: Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff PRIOR to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to two minutes to address the Rent Board.

Public Forum: Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes.

Conduct at Meetings: Richmond Rent Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Rent Board or the agenda item at hand, and may not cause immediate threats to public safety.

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a harassing remark at a public meeting that violates the above City policy prohibiting harassment,

the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

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**OPEN SESSION TO HEAR PUBLIC COMMENT BEFORE CLOSED  
SESSION**

**5:00 PM**

**A. ROLL CALL**

**B. PUBLIC COMMENT BEFORE CLOSED SESSION**

**C. ADJOURN TO CLOSED SESSION**

**CLOSED SESSION**

***Downtown Conference Room  
Community Services Building, 2<sup>nd</sup> Floor***

PUBLIC EMPLOYEE EVALUATION (Government Code Section 54957):

Title: Executive Director

***This item was continued from the March 20, 2024, Regular Rent  
Board Meeting.***

## SPECIAL MEETING OF THE RICHMOND RENT BOARD

### AGENDA

5:30 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS MADE IN CLOSED SESSION

E. AGENDA REVIEW

F. PUBLIC FORUM

G. RENT BOARD CONSENT CALENDAR

G-1. APPROVE the minutes of the January 17, 2024, Regular Meeting of the Richmond Rent Board. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.*** Cynthia Shaw

G-2. RECEIVE the Fiscal Year 2023-24 Monthly Activity Report through February 2024. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.*** Cynthia Shaw

G-3. RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through February 2024. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.*** Fred Tran

G-4. APPROVE late fee waiver(s) for March 2024 pursuant to Regulation 425. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.*** Fred Tran

H. CONSIDERATION OF APPEALS

- H-1.** Appeal to Petition No. RC22-T155: Appellants appeal the Hearing Examiner's Decision that awarded Respondent \$1,141.46, due to defective conditions existing in Respondent's Rental Unit. Specifically, the Hearing Examiner found that the Appellant failed to meet their obligation under a settlement agreement, where they failed to repair the windows, refrigerator, and remediate mold within Respondent's Rental Unit. On appeal, Appellants contend the following:

*Charles Oshinuga*

1) The amount of Rent the Hearing Examiner relied on is incorrect. The proper Rent amount is \$800, not \$955.11.

2) The refrigerator should not be included in an award because the issue was immediately addressed. On the same day Respondent made the request for a new refrigerator, Appellants purchased a new refrigerator; however, delivery was going to take a few days. In the interim, Appellants offered Respondent a temporary refrigerator, but Respondent rejected it, opting to wait for the new one. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

## **I. REGULATIONS**

- I-1.** AMEND the language of Regulation 322A, 322A(b) and 322A(c). ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

*Board Member  
Elaine Dockens*

## **J. BUDGET**

- J-1.** RECEIVE a presentation regarding the Rent Program Budget timeline and requirements for the Fiscal Year 2024-25 Rent Program operating Budget. ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

*Nicolas Traylor  
Fred Tran*

## **K. ANNOUNCEMENTS/SCHEDULING**

## **L. ADJOURNMENT**

***Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at [www.richmondrent.org](http://www.richmondrent.org).***

## AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** The minutes of the January 17, 2024, Regular Meeting of the Richmond Rent Board require approval.

### INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

### ITEM

- |                                                                                       |                                                                                  |                                                                    |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                                                    |
| <input type="checkbox"/> Public Hearing                                               | <input type="checkbox"/> Regulation                                              | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement                                           | <input type="checkbox"/> Rent Board As Whole                                     |                                                                    |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                                                    |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                                                    |

**RECOMMENDED ACTION:** APPROVE the minutes of the January 17, 2024, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552). ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

**G-1.**

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**RICHMOND, CALIFORNIA, January 17, 2024**

The Regular Meeting of the Richmond Rent Board was called to order at 5:05 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Board Members Present:** Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor.

**Staff Present:** Executive Director Nicolas Traylor, Deputy Director Fred Tran, and General Counsel Charles Oshinuga.

**Absent:** None.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

Ilona Clark expressed concerns about the inability to hold hybrid Rent Board meetings. She mentioned that she attends the meetings monthly, and there are no more than three public attendees. She also stated she has heard Board Members express concerns about the lack of public participation and the process the Rent Program oversees, as the meetings are still not hybrid. Ms. Clark also said she doesn't see any effort to encourage public participation. She feels that the Board and Staff should think about it, get creative, and follow what other commissions are doing. She added that Rent Board meetings should be offered for more people to attend more easily.

**RENT BOARD CONSENT CALENDAR**

On motion from Board Member Hite, seconded by Board Member Dockens, the item(s) marked with an (\*) were approved unanimously.

**\*F-1.** Approve the minutes of the December 20, 2023, Regular Meeting of the Richmond Rent Board.

**\*F-2.** Receive the Fiscal Year 2023-24 Monthly Activity Report through December 2023.

**\*F-3.** Receive the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through December 2023.

**\*F-4.** Receive the Budgeted versus Actual Revenue and Expenditures Report for the Second Quarter Ending December 31, 2023.

**\*F-5.** Approve Late Fee Waiver(s) for January 2024 pursuant to Regulation 425.

### **RENT BOARD AS A WHOLE**

G-1. The matter to approve Rent Board Resolution 24.01, which creates the Rent Board's policy for honoring past Board Members and approve the Proposed Final Proclamation of Appreciation template honoring the service of past Board Members was presented by Executive Director Nicolas Traylor. The presentation included the Statement of the Issue, Fiscal Impact, a discussion about the proposed Resolution 24.01, the final Proclamation of Appreciation template, standard proclamation language and design, Next Steps, and the Recommended Action. There were no public comments on this item. Discussion ensued. A motion by Vice Chair Guadalupe and seconded by Board Member Espinoza to approve Rent Board Resolution 24.01 to create the Rent Board's Policy for honoring past Board Members and approve the Proposed Final Proclamation of Appreciation template honoring the service of past Board Members passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

### **REPORTS OF OFFICERS/SCHEDULING**

Executive Director Nicolas Traylor briefly reported that there are no scheduling updates. He reminded the Board that budget season is quickly approaching and that meetings will likely begin within the next few months. Board Member Dockens asked for clarification. Executive Director Traylor mentioned that starting in January and February, we will begin presenting the budget and having discussions. He wanted to inform the Board that budget discussions will be coming up.



Chair Cantor asked for date confirmation for the next Rent Board meeting. Staff confirmed that the next Rent Board Meeting is scheduled on February 21, 2024.

Board Member Espinoza requested a copy of the 2024 Rent Board Meetings schedule. Executive Director Nicolas Traylor responded that Board Clerk Cynthia Shaw will send all Board Members the 2024 Rent Board Meeting Schedule on Thursday, January 18, 2024.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 5:33 P.M.

Cynthia Shaw  
Staff Clerk

(SEAL)

Approved:

\_\_\_\_\_  
Rent Board Chair

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## AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a quantitative summary of the Rent Program's activities for the month and fiscal year-to-date.

### INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

### ITEM

- |                                                                                       |                                                                                  |                                                                    |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                                                    |
| <input type="checkbox"/> Public Hearing                                               | <input type="checkbox"/> Regulation                                              | <input checked="" type="checkbox"/> Other: <u>Consent Calendar</u> |
| <input type="checkbox"/> Contract/Agreement                                           | <input type="checkbox"/> Rent Board As Whole                                     |                                                                    |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                                                    |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                                                    |

**RECOMMENDED ACTION:** RECEIVE the Fiscal Year 2023-24 Monthly Activity Report through February 2024 - Rent Program (Cynthia Shaw 620-5552). ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

**G-2.**

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**Rent Program**  
**FY2023-24 Monthly Activity Report**

**ITEM G-2**

|    | A                                                                                     | B          | C          | D          | E          | F          | G          | H          | I          | J          | K          | L          | M          | N            |
|----|---------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| 1  |                                                                                       | Jul-23     | Aug-23     | Sep-23     | Oct-23     | Nov-23     | Dec-23     | Jan-24     | Feb-24     | Mar-24     | Apr-24     | May-24     | Jun-24     |              |
| 2  |                                                                                       | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | YTD TOTAL    |
| 3  | Public Information & Enrollment Unit                                                  |            |            |            |            |            |            |            |            |            |            |            |            |              |
| 5  | Rent/Eviction Counseling Appointments By Phone                                        | 122        | 181        | 172        | 181        | 195        | 101        | 154        | 151        | -          | -          | -          | -          | 1,257        |
| 6  | Rent/Eviction Counseling Appointments By Walk-ins                                     | 35         | 43         | 53         | 61         | 40         | 30         | 52         | 43         | -          | -          | -          | -          | 357          |
| 7  | Rent/Eviction Counseling Questions Addressed By Email                                 | 102        | 132        | 347        | 262        | 265        | 228        | 341        | 382        | -          | -          | -          | -          | 2,059        |
| 8  | <b>TOTAL RENT/EVICTION COUNSELING APPOINTMENTS</b>                                    | <b>259</b> | <b>356</b> | <b>572</b> | <b>504</b> | <b>500</b> | <b>359</b> | <b>547</b> | <b>576</b> | -          | -          | -          | -          | <b>3,673</b> |
| 9  | Rent/Eviction Counseling Sessions Conducted in Spanish                                | 27         | 34         | 32         | 40         | 27         | 27         | 29         | 34         | -          | -          | -          | -          | 250          |
| 10 | Rent/Eviction Counseling Sessions Conducted in Mandarin                               | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 11 | Rent/Eviction Counseling Sessions Conducted in Cantonese                              | -          | -          | -          | -          | -          | -          | -          | 1          | -          | -          | -          | -          | 1            |
| 12 | Rent/Eviction Counseling Sessions Conducted in Another Language                       | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 13 | <b>TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH</b>   | <b>21</b>  | <b>34</b>  | <b>32</b>  | <b>40</b>  | <b>27</b>  | <b>27</b>  | <b>29</b>  | <b>35</b>  | -          | -          | -          | -          | <b>245</b>   |
| 14 | Legal Service Referrals                                                               | 12         | 12         | 9          | 11         | 10         | 13         | 16         | 13         | -          | -          | -          | -          | 96           |
| 17 | Mediations Conducted                                                                  | 4          | 14         | 2          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 20           |
| 18 | Assists from Front Office Staff                                                       | 51         | 7          | 18         | 6          | 6          | 2          | 55         | 50         | -          | -          | -          | -          | 195          |
| 19 | Courtesy Compliance Letters Sent                                                      | 38         | 3          | 6          | 1          | -          | -          | 65         | 2          | -          | -          | -          | -          | 115          |
| 20 | Community Workshop Attendees                                                          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 21 | Hard Copy Rent Increase Notices Processed                                             | 8          | -          | 5          | 1          | -          | -          | -          | 25         | -          | -          | -          | -          | 39           |
| 22 | Hard Copy Termination of Tenancy Notices Processed                                    | 1          | -          | 21         | -          | -          | 4          | -          | 8          | -          | -          | -          | -          | 34           |
| 24 |                                                                                       | 9          | -          | 26         | 1          | -          | 4          | -          | 33         | -          | -          | -          | -          | 73           |
| 25 | Billing/Enrollment/Registration Counseling Appointments In-Person                     | 4          | 13         | 13         | 21         | 15         | 10         | 13         | 6          | -          | -          | -          | -          | 95           |
| 26 | Billing/Enrollment/Registration Counseling Appointments By Phone                      | 20         | 53         | 50         | 48         | 33         | 24         | 32         | 21         | -          | -          | -          | -          | 281          |
| 27 | Billing/Enrollment/Registration Counseling Questions Addressed By Email               | 23         | 28         | 157        | 80         | 20         | 8          | 31         | 8          | -          | -          | -          | -          | 355          |
| 28 | <b>TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS</b>                  | <b>43</b>  | <b>81</b>  | <b>207</b> | <b>128</b> | <b>53</b>  | <b>32</b>  | <b>63</b>  | <b>29</b>  | -          | -          | -          | -          | <b>636</b>   |
| 29 | Enrollment/Tenancy Registration Packets Mailed                                        | 5          | 6          | -          | 1          | 24         | 20         | 2          | 4          | -          | -          | -          | -          | 62           |
| 30 | Enrollment Forms Processed                                                            | 12         | 49         | 10         | 22         | 39         | 23         | 17         | 17         | -          | -          | -          | -          | 189          |
| 31 | Rental Housing Fee Invoices Generated                                                 | 30         | 7,832      | 1          | 37         | 154        | 15         | 10         | 53         | -          | -          | -          | -          | 8,132        |
| 32 | Checks Processed                                                                      | 3          | 113        | 156        | 76         | 25         | 43         | 25         | 11         | -          | -          | -          | -          | 452          |
| 33 | Checks Returned                                                                       | 2          | 1          | -          | 4          | 25         | 6          | 1          | 3          | -          | -          | -          | -          | 42           |
| 34 | Tenancy Registrations Received                                                        | 11         | 51         | 19         | 7          | 35         | 8          | -          | 2          | -          | -          | -          | -          | 133          |
| 35 | Rental Units Discovered Not in Database                                               | 8          | 6          | 5          | 7          | 5          | 2          | 3          | 8          | -          | -          | -          | -          | 44           |
| 36 | Property Information Updated                                                          | 5          | 9          | 5          | 377        | 31         | 5          | 47         | 106        | -          | -          | -          | -          | 585          |
| 37 | Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)                 | 74         | 16         | 119        | 16         | 9          | 34         | 40         | 27         | -          | -          | -          | -          | 335          |
| 38 | Applications for Administrative Determination of Exempt/Inapplicable Status Received  | 5          | 2          | 11         | 14         | 25         | 4          | 9          | 1          | -          | -          | -          | -          | 71           |
| 39 | Administrative Determination of Exempt/Inapplicable Status Issued                     | 2          | -          | 2          | 5          | 5          | 1          | 4          | 5          | -          | -          | -          | -          | 24           |
| 40 | Declarations of Exemption Processed                                                   | -          | -          | 1          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 1            |
| 41 | <b>LEGAL UNIT</b>                                                                     |            |            |            |            |            |            |            |            |            |            |            |            |              |
| 42 | Public Records Act Requests Received                                                  | -          | 4          | 3          | 2          | 5          | 1          | 2          | 6          | -          | -          | -          | -          | 23           |
| 43 | Owner Move-In Eviction Termination of Tenancy Notices Reviewed                        | 2          | -          | 4          | -          | 1          | 1          | 3          | 2          | -          | -          | -          | -          | 13           |
| 44 | Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed | -          | -          | -          | -          | -          | 1          | 1          | 2          | -          | -          | -          | -          | 4            |
| 45 | Substantial Repairs Termination of Tenancy Notices Reviewed                           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 46 | Appeal Hearings Held                                                                  | -          | -          | -          | 2          | -          | -          | -          | -          | -          | -          | -          | -          | 2            |
| 47 | <b>HEARINGS UNIT</b>                                                                  |            |            |            |            |            |            |            |            |            |            |            |            |              |
| 50 | Consultations with Hearings Unit Coordinator By Phone                                 | 10         | 4          | 6          | 3          | 5          | 4          | 6          | 4          | -          | -          | -          | -          | 42           |
| 51 | Hearings-Related Questions Addressed by Email                                         | 20         | 27         | 30         | 17         | 24         | 28         | 34         | 22         | -          | -          | -          | -          | 202          |
| 52 | <b>TOTAL HEARINGS-RELATED CONSULTATIONS</b>                                           | <b>30</b>  | <b>31</b>  | <b>36</b>  | <b>20</b>  | <b>29</b>  | <b>32</b>  | <b>40</b>  | <b>26</b>  | -          | -          | -          | -          | <b>244</b>   |
| 53 | MNOI Petitions Received (Attachment A)                                                | -          | -          | 1          | -          | -          | 1          | -          | -          | -          | -          | -          | -          | 2            |
| 54 | Increase in Occupants Petitions Received (Attachment B)                               | -          | 1          | -          | -          | 1          | -          | -          | -          | -          | -          | -          | -          | 2            |
| 55 | Increase in Space or Services Petitions Received (Attachment C)                       | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 56 | Restoration of Denied AGA Petitions Received (Attachment D)                           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 57 | Landlord Individual Rent Adjustment Petitions Received                                | -          | -          | 1          | -          | 1          | -          | -          | -          | -          | -          | -          | -          | 2            |
| 58 | Landlord Petition to Determine Exempt Status Received                                 | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 59 | <b>TOTAL LANDLORD PETITIONS RECEIVED</b>                                              | -          | <b>1</b>   | <b>2</b>   | -          | <b>2</b>   | <b>1</b>   | -          | -          | -          | -          | -          | -          | <b>6</b>     |
| 60 | Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)            | 1          | -          | 4          | 2          | 3          | 1          | 2          | 2          | -          | -          | -          | -          | 15           |
| 61 | Decrease in Space/Services or Habitability Petitions Received (Attachment B)          | -          | -          | 3          | 2          | 3          | 1          | 4          | 4          | -          | -          | -          | -          | 17           |
| 62 | Reduction in Number of Tenants Petitions Received (Attachment C)                      | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |
| 63 | Tenant Petition Based on Multiple Grounds                                             | 1          | -          | 5          | 4          | 4          | 2          | 4          | 14         | -          | -          | -          | -          | 34           |
| 64 | Tenant Petition for Rent Withholding Petitions Received                               | -          | -          | -          | -          | 2          | -          | -          | -          | -          | -          | -          | -          | 2            |
| 65 | Tenant Petition for Failure to Pay Relocation Payment Petitions Received              | -          | 1          | 1          | 5          | -          | 2          | 4          | 2          | -          | -          | -          | -          | 15           |
| 66 | <b>TOTAL TENANT PETITIONS RECEIVED</b>                                                | <b>2</b>   | <b>1</b>   | <b>13</b>  | <b>13</b>  | <b>12</b>  | <b>6</b>   | <b>14</b>  | <b>22</b>  | -          | -          | -          | -          | <b>83</b>    |
| 67 | Petition for Determination of Occupancy Status                                        | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -            |

**Rent Program**  
**FY2023-24 Monthly Activity Report**

**ITEM G-2**

|     | A                                                                                                                                                           | B          | C          | D          | E          | F          | G          | H          | I          | J          | K          | L          | M          | N         |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|
|     |                                                                                                                                                             | Jul-23     | Aug-23     | Sep-23     | Oct-23     | Nov-23     | Dec-23     | Jan-24     | Feb-24     | Mar-24     | Apr-24     | May-24     | Jun-24     |           |
|     |                                                                                                                                                             | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | MTD ACTUAL | YTD TOTAL |
| 68  | Petition for Initial Rent Determination                                                                                                                     | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 69  | Request to Expedite Hearing Process                                                                                                                         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 70  | Request for a Continuance of the Hearing Process                                                                                                            | -          | -          | -          | 1          | -          | -          | 1          | -          | -          | -          | -          | -          | 2         |
| 71  | Subpoena(s)                                                                                                                                                 | -          | -          | -          | 5          | -          | -          | -          | -          | -          | -          | -          | -          | 5         |
| 72  | <b>TOTAL OTHER PETITIONS RECEIVED</b>                                                                                                                       | -          | -          | -          | 6          | -          | -          | 1          | -          | -          | -          | -          | -          | 7         |
| 73  | Decisions Ordered                                                                                                                                           | 2          | 1          | -          | -          | 1          | -          | 3          | -          | -          | -          | -          | -          | 7         |
| 74  | Cases Settled                                                                                                                                               | 3          | 2          | 3          | 2          | 5          | 2          | 4          | 3          | -          | -          | -          | -          | 24        |
| 75  | Cases Dismissed                                                                                                                                             | 1          | -          | 1          | -          | -          | -          | -          | 1          | -          | -          | -          | -          | 3         |
| 76  | Petitions Withdrawn                                                                                                                                         | -          | -          | -          | -          | -          | -          | 1          | 3          | -          | -          | -          | -          | 4         |
| 77  | <b>TOTAL CASES CLOSED</b>                                                                                                                                   | 6          | 3          | 4          | 2          | 6          | 2          | 8          | 7          | -          | -          | -          | -          | 38        |
| 78  | Appeals Received                                                                                                                                            | 1          | -          | 1          | -          | -          | 1          | -          | 1          | -          | -          | -          | -          | 4         |
| 79  | Total Open Cases (Tenant Petitions)                                                                                                                         | 9          | 10         | 10         | 14         | 19         | 9          | 17         | 18         | -          | -          | -          | -          | 106       |
| 80  | Total Open Cases (Landlord Petitions)                                                                                                                       | 2          | 3          | 2          | -          | 3          | 2          | 2          | 3          | -          | -          | -          | -          | 17        |
| 81  | Total Open Cases (Other Petitions)                                                                                                                          | 2          | -          | 3          | -          | -          | 9          | -          | 1          | -          | -          | -          | -          | 15        |
| 82  | <b>TOTAL OPEN CASES</b>                                                                                                                                     | 13         | 13         | 15         | 14         | 22         | 20         | 19         | 22         | -          | -          | -          | -          | 138       |
| 83  | <b>Form Submissions</b>                                                                                                                                     |            |            |            |            |            |            |            |            |            |            |            |            |           |
| 84  | Agent Authorization                                                                                                                                         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 85  | Proof of Excess Rent Refund                                                                                                                                 | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 86  | Proof of Permanent Relocation Payment                                                                                                                       | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 87  | Proof of Temporary Relocation Payment                                                                                                                       | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 88  | Change in Terms of Tenancy                                                                                                                                  | 9          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 9         |
| 89  | <b>TOTAL RENT INCREASE NOTICES FILED</b>                                                                                                                    | 95         | -          | -          | 72         | 79         | 99         | -          | 14         | -          | -          | -          | -          | 359       |
| 90  | Termination of Tenancy - Nonpayment of Rent                                                                                                                 | 21         | 100        | 61         | 65         | 76         | 61         | -          | 22         | -          | -          | -          | -          | 406       |
| 91  | Termination of Tenancy - Breach of Lease                                                                                                                    | 1          | 12         | 6          | 13         | 2          | 4          | -          | 2          | -          | -          | -          | -          | 40        |
| 92  | Termination of Tenancy - Failure to Give Access                                                                                                             | -          | -          | -          | 1          | -          | 1          | -          | -          | -          | -          | -          | -          | 2         |
| 93  | Termination of Tenancy - Nuisance                                                                                                                           | -          | 4          | 1          | 5          | 3          | -          | -          | -          | -          | -          | -          | -          | 13        |
| 94  | Termination of Tenancy - Withdrawal from the Rental Market                                                                                                  | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -         |
| 95  | Termination of Tenancy - Owner Move-In                                                                                                                      | 3          | 1          | 4          | -          | 1          | 2          | -          | 1          | -          | -          | -          | -          | 12        |
| 96  | Termination of Tenancy - Substantial Repairs                                                                                                                | -          | -          | -          | -          | 3          | -          | -          | -          | -          | -          | -          | -          | 3         |
| 97  | Termination of Tenancy - Temporary Tenancy                                                                                                                  | -          | 1          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 1         |
| 98  | <b>TOTAL TERMINATION OF TENANCY NOTICES FILED</b>                                                                                                           | 25         | 118        | 72         | 84         | 85         | 68         | -          | 25         | -          | -          | -          | -          | 477       |
| 99  |                                                                                                                                                             |            |            |            |            |            |            | (3)        |            |            |            |            |            |           |
| 100 | (3) - Due to technical issues with Civic Plus, the January 2024 monthly report could not be provided. Staff continues to work with IT to resolve the issue. |            |            |            |            |            |            |            |            |            |            |            |            |           |

## AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** Utilizing the City's MUNIS software system, management staff can generate financial reports on a monthly basis detailing the Rent Program's revenues and expenditures. These reports allow management staff and the Rent Board to closely monitor the Program's financial circumstances.

### INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

### ITEM

- |                                                                                       |                                                                                  |                                                                    |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                                                    |
| <input type="checkbox"/> Public Hearing                                               | <input type="checkbox"/> Regulation                                              | <input checked="" type="checkbox"/> Other: <u>Consent Calendar</u> |
| <input type="checkbox"/> Contract/Agreement                                           | <input type="checkbox"/> Rent Board As Whole                                     |                                                                    |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                                                    |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                                                    |

**RECOMMENDED ACTION:** RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through February 2024 – Rent Program (Fred Tran 620-6537). ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

**G-3.**

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RICHMOND RENT PROGRAM  
MONTHLY REVENUE AND EXPENDITURES REPORT  
FISCAL YEAR 2023-24

ITEM G-3

|                                         |                 |                | Period 1    | Period 2     | Period 3     | Period 4     | Period 5     | Period 6     | Period 7     | Period 8    |                |                  |              |       |
|-----------------------------------------|-----------------|----------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|----------------|------------------|--------------|-------|
|                                         |                 |                | July        | August       | September    | October      | November     | December     | January      | February    |                |                  |              |       |
| OBJECT                                  | ORIGINAL BUDGET | ADOPTED BUDGET | MTD ACTUAL  | MTD ACTUAL   | MTD ACTUAL   | MTD ACTUAL   | MTD ACTUAL   | MTD ACTUAL   | MTD ACTUAL   | MTD ACTUAL  | YTD TOTAL      | AVAILABLE BUDGET | % USED       |       |
| 340445 Rental Housing Fees              | (2,914,945.00)  | (2,914,945.00) | (17,585.50) | (787,875.98) | (919,573.50) | (344,931.75) | (139,427.75) | (123,841.95) | (153,839.00) | (35,921.00) | (2,522,996.43) | (391,948.57)     | 86.6%        |       |
| TOTAL LICENCES, PRIMITS&FEES            | (2,914,945.00)  | (2,914,945.00) | (17,585.50) | (787,875.98) | (919,573.50) | (344,931.75) | (139,427.75) | (123,841.95) | (153,839.00) | (35,921.00) | (2,522,996.43) | (391,948.57)     | 86.6%        |       |
| 361701 Interest                         | (20,000.00)     | (20,000.00)    | -           | -            | -            | (17,242.17)  | -            | -            | (25,514.64)  | -           | (43,756.61)    | 23,756.61        | 218.8%       |       |
| 361705 Realized Gain                    | -               | -              | -           | -            | -            | -            | -            | -            | (8,842.69)   | -           | (8,842.69)     | 8,842.69         | 0.0%         |       |
| TOTAL INTEREST & REALIZED INCOME        | (20,000.00)     | (20,000.00)    | -           | -            | -            | (17,242.17)  | -            | -            | (35,357.13)  | -           | (52,599.30)    | 32,599.30        | 263.0%       |       |
| 364855 OTHER REV/Misc Other Re          | -               | -              | -           | -            | -            | (15.00)      | -            | -            | -            | -           | (15.00)        | 15.00            | 0.0%         |       |
| 364867 Revenue from Collections Agency  | (50,000.00)     | (50,000.00)    | -           | -            | -            | -            | -            | (26,212.45)  | -            | -           | (26,212.45)    | (23,787.55)      | 52.4%        |       |
| 337373 Other Grants                     | -               | -              | -           | -            | -            | -            | -            | -            | -            | -           | -              | -                | 0.0%         |       |
| TOTAL OTHER REVENUE                     | (50,000.00)     | (50,000.00)    | -           | -            | -            | (15.00)      | -            | (26,212.45)  | -            | -           | (26,227.45)    | (23,787.55)      | 52.5%        |       |
| TOTAL REVENUE                           | (2,984,945.00)  | (2,984,945.00) | (17,585.50) | (787,875.98) | (919,573.50) | (362,188.92) | (139,427.75) | (150,054.40) | (189,196.13) | (35,921.00) | (2,601,823.18) | (383,121.82)     | 87.2%        |       |
| 400001 SALARIES & WAGES/Executive       | 765,357.00      | 765,357.00     | 65,519.38   | 65,521.38    | 65,523.38    | 66,182.86    | 75,473.98    | 73,301.78    | 76,966.68    | 76,966.68   | 565,456.12     | 199,900.88       | 73.9%        |       |
| 400002 SALARIES & WAGES/Mgmt-Local 21   | 353,101.00      | 353,101.00     | 29,114.00   | 29,749.00    | 29,749.00    | 29,749.00    | 33,493.58    | 33,493.58    | 34,833.34    | 35,060.16   | 255,241.66     | 97,859.34        | 72.3%        |       |
| 400003 SALARIES & WAGES/Local 1021      | 268,646.00      | 268,646.00     | 18,678.44   | 18,678.44    | 18,678.44    | 18,678.44    | 19,416.58    | 19,416.58    | 20,193.24    | 20,193.24   | 153,933.40     | 114,712.60       | 57.3%        |       |
| 400006 SALARIES & WAGES/PT- Temp        | 37,565.00       | 37,565.00      | 1,246.21    | 3,146.24     | 2,040.90     | 2,479.43     | 4,357.79     | 4,339.00     | 4,230.79     | 6,954.41    | 28,794.77      | 8,770.23         | 76.7%        |       |
| 400031 OVERTIME/General                 | 2,500.00        | 2,500.00       | 284.60      | -            | -            | -            | -            | -            | -            | -           | 284.60         | 2,215.40         | 11.4%        |       |
| 400048 OTHER PAY/Billingual Pay         | 11,470.00       | 11,470.00      | 968.02      | 928.26       | 928.26       | 2,541.36     | 933.94       | 933.94       | 939.30       | 939.30      | 9,112.28       | 2,357.72         | 79.4%        |       |
| 400049 OTHER PAY/Auto Allowance         | 4,200.00        | 4,200.00       | 350.00      | 350.00       | 350.00       | 350.00       | 350.00       | 350.00       | 350.00       | 350.00      | 2,800.00       | 1,400.00         | 66.7%        |       |
| 400053 OTHER PAY/Pension Credit         | -               | -              | 1,333.05    | 1,331.58     | 1,331.62     | 1,344.81     | 1,530.63     | 1,453.84     | 1,319.06     | 1,526.50    | 11,171.09      | (11,171.09)      | 100.0%       |       |
| 400058 400058 OTHER PAY/Bonuses         | -               | -              | -           | -            | -            | -            | -            | 2,000.00     | -            | -           | 2,000.00       | (2,000.00)       | 100.0%       |       |
| TOTAL SALARIES AND WAGES                | 1,442,839.00    | 1,442,839.00   | 117,493.70  | 119,704.90   | 118,601.60   | 121,325.80   | 135,558.50   | 135,288.72   | 138,832.41   | 141,990.29  | 1,028,793.92   | 414,045.08       | 71.3%        |       |
| 400103 P-ROLL BEN/Medicare Tax-GR Shr   | 19,710.00       | 19,710.00      | 1,694.62    | 1,721.51     | 1,705.50     | 1,744.83     | 1,948.50     | 1,949.05     | 2,003.37     | 2,045.82    | 14,813.20      | 4,896.80         | 75.2%        |       |
| 400105 P-ROLL BEN/Health Insurance Be   | 249,327.00      | 249,327.00     | 20,777.22   | 20,777.22    | 20,777.22    | 20,777.22    | 20,777.22    | 20,777.22    | 23,137.92    | 23,137.92   | 170,939.16     | 78,387.84        | 68.6%        |       |
| 400106 P-ROLL BEN/Dental Insurance      | 16,644.00       | 16,644.00      | 1,387.32    | 1,387.32     | 1,387.32     | 1,387.32     | 1,387.32     | 1,387.32     | 1,387.32     | 1,387.32    | 11,098.56      | 5,545.44         | 66.7%        |       |
| 400109 P-ROLL BEN/Employee Assistance   | 216.00          | 216.00         | 18.36       | 18.36        | 18.36        | 18.36        | 18.36        | 18.36        | 18.36        | 18.36       | 146.88         | 69.12            | 68.0%        |       |
| 400110 P-ROLL BEN/Professional Dev-Mg   | 6,750.00        | 6,750.00       | 250.00      | -            | -            | -            | -            | -            | 297.00       | -           | 547.00         | 6,203.00         | 8.1%         |       |
| 400111 P-ROLL BEN/Vision                | 1,992.00        | 1,992.00       | 166.44      | 166.44       | 166.44       | 166.44       | 166.44       | 166.44       | 166.44       | 166.44      | 1,331.52       | 660.48           | 66.8%        |       |
| 400112 P-ROLL BEN/Life Insurance        | 3,931.00        | 3,931.00       | 327.53      | 327.53       | 327.53       | 327.53       | 327.53       | 327.53       | 327.53       | 327.53      | 2,620.24       | 1,310.76         | 66.7%        |       |
| 400114 P-ROLL BEN/Long Term Disabil     | 11,803.00       | 11,803.00      | 593.06      | 599.32       | 599.53       | 606.41       | 663.60       | 693.80       | 696.18       | -           | 5,115.50       | 6,687.50         | 43.3%        |       |
| 400116 P-ROLL BEN/Unemployment Ins      | 5,472.00        | 5,472.00       | 494.00      | 532.00       | 532.00       | 532.00       | 608.00       | 608.00       | 608.00       | 608.00      | 4,522.00       | 950.00           | 82.6%        |       |
| 400117 P-ROLL BEN/Personal/Prof Dev     | 2,250.00        | 2,250.00       | 108.32      | -            | -            | -            | -            | 230.48       | -            | 274.49      | 613.29         | 1,636.71         | 27.3%        |       |
| 400121 P-ROLL BEN/Worker Comp-Clerica   | 6,923.00        | 6,923.00       | 1,242.56    | 755.50       | 728.84       | 723.96       | 837.17       | 836.29       | 856.43       | 985.25      | 6,966.00       | (43.00)          | 100.6%       |       |
| 400122 P-ROLL BEN/Worker Comp-Prof      | 101,330.00      | 101,330.00     | 6,397.46    | 8,581.22     | 8,581.22     | 8,640.62     | 9,817.12     | 9,620.32     | 10,071.04    | 10,091.59   | 71,800.59      | 29,529.41        | 70.9%        |       |
| 400127 P-ROLL BEN/OPIB                  | 20,956.00       | 20,956.00      | 2,574.30    | 1,780.24     | 1,780.24     | 1,790.53     | 2,006.08     | 1,971.98     | 2,062.22     | 2,065.78    | 16,031.37      | 4,924.63         | 76.5%        |       |
| 400130 P-ROLL BEN/PARS Benefits         | -               | -              | 16.20       | 40.90        | 26.54        | 32.34        | 56.67        | 56.42        | 55.00        | 90.41       | 374.38         | (374.38)         | 100.0%       |       |
| 400149 P-ROLL BEN/PERS-Misc             | 186,975.00      | 186,975.00     | 15,124.94   | 15,956.41    | 15,956.68    | 16,272.34    | 17,962.27    | 17,660.56    | 18,464.32    | 18,495.83   | 135,893.35     | 51,081.65        | 72.7%        |       |
| 400151 P-ROLL BEN/PERS-Misc (UAL)       | 234,120.00      | 234,120.00     | 23,838.12   | 19,509.60    | 19,509.60    | 19,509.60    | 19,509.60    | 19,509.60    | 19,509.60    | 19,509.60   | 160,405.32     | 73,714.68        | 68.5%        |       |
| TOTAL FRINGE BENEFITS                   | 868,399.00      | 868,399.00     | 75,010.45   | 72,153.57    | 72,097.02    | 72,529.40    | 76,085.88    | 75,783.17    | 79,658.35    | 79,900.52   | 603,218.36     | 265,180.64       | 69.5%        |       |
| 400201 PROF SVCS/Professional Svcs      | 263,400.00      | 270,050.00     | -           | 252.57       | 1,422.57     | 9,207.60     | 1,250.15     | 2,350.15     | 1,329.97     | (5,209.85)  | 17,191.84      | 10,603.16        | 242,255.00   | 10.3% |
| 400206 PROF SVCS/Legal Serv Cost        | 275,000.00      | 275,000.00     | -           | 16,666.00    | 16,666.00    | 16,666.00    | 16,666.00    | 16,666.00    | 16,666.00    | 16,666.00   | 83,338.00      | 116,662.00       | 75,000.00    | 72.7% |
| 400245 TRAVEL & TRNG/Tuition Rmb/Cer    | 800.00          | 800.00         | -           | -            | -            | -            | -            | -            | -            | -           | 800.00         | 800.00           | 0.0%         |       |
| 400261 DUES & PUB/Memberships & Dues    | 1,650.00        | 1,650.00       | -           | -            | -            | -            | -            | -            | 510.00       | 522.75      | 1,032.75       | 617.25           | 62.6%        |       |
| 400271 AD & PROMO/Advertising&Promo     | 800.00          | 800.00         | -           | -            | -            | 649.00       | -            | -            | -            | -           | 649.00         | 151.00           | 81.1%        |       |
| 400272 400272 AD & PROMO/Community Ev   | -               | -              | -           | -            | -            | -            | -            | -            | 1.00         | -           | 1.00           | (1.00)           | 100.0%       |       |
| 400280 ADM EXP/Program Supplies         | 5,808.00        | 5,808.00       | -           | 491.07       | -            | 1,064.42     | 491.07       | 491.07       | 491.07       | 491.07      | 3,519.77       | 2,288.23         | 60.6%        |       |
| TOTAL PROF & ADMIN SERVICES             | 547,458.00      | 554,108.00     | -           | 17,409.64    | 18,088.57    | 27,587.02    | 18,407.22    | 19,507.22    | 18,998.04    | 12,469.97   | 100,529.84     | 132,467.68       | 321,110.48   | 42.0% |
| 400231 OFF EXP/Postage & Mailing        | -               | -              | 206.55      | -            | 4,229.91     | 111.90       | 362.32       | 46.79        | 181.19       | 382.99      | 5,521.65       | (5,521.65)       | 0.0%         |       |
| 400232 OFF EXP/Printing & Binding       | 15,425.00       | 15,425.00      | 2,967.65    | -            | -            | 1,393.54     | -            | 35.99        | -            | 203.65      | 4,600.83       | 10,824.17        | 29.8%        |       |
| 400233 OFF EXP/Copying & Duplicating    | -               | -              | -           | -            | -            | -            | -            | -            | -            | 767.86      | 767.86         | (767.86)         | 0.0%         |       |
| 400304 RENTAL EXP/Equipment Rental      | 9,000.00        | 9,000.00       | -           | 186.58       | -            | 373.16       | 186.58       | 186.58       | 795.44       | -           | 3,742.76       | 1,728.34         | 3,528.90     | 60.8% |
| 400321 MISC EXP/Misc Contrib            | 2,000.00        | 2,000.00       | -           | -            | -            | -            | -            | -            | -            | -           | -              | 2,000.00         | 0.0%         |       |
| 400322 MISC EXP/Misc Exp                | 2,000.00        | 1,600.00       | -           | 337.43       | -            | 830.82       | 134.24       | 159.97       | 154.32       | 212.51      | 1,829.29       | 114.39           | 66.7%        |       |
| 400341 OFF SUPP/Office Supplies         | 5,000.00        | 5,000.00       | -           | 1,611.89     | 199.62       | 191.20       | 238.55       | 527.47       | 263.77       | -           | 3,032.50       | 1,967.50         | 60.7%        |       |
| TOTAL OTHER OPERATING                   | 33,425.00       | 33,025.00      | 3,174.20    | 2,135.90     | 4,229.91     | 2,909.04     | 874.34       | 667.88       | 1,658.42     | 1,830.78    | 3,742.76       | 17,480.47        | 11,801.77    | 64.3% |
| 400401 UTILITIES/Tel & Telegraph        | 500.00          | 500.00         | -           | -            | -            | -            | -            | -            | -            | -           | -              | 500.00           | 0.0%         |       |
| TOTAL UTILITIES                         | 500.00          | 500.00         | -           | -            | -            | -            | -            | -            | -            | -           | -              | 500.00           | 0.0%         |       |
| 400538 CONTRACT SVCS/Oth Cntrc          | -               | 400.00         | -           | -            | 28.11        | -            | -            | 28.11        | -            | -           | 3.78           | 56.22            | 340.00       | 15.0% |
| 400552 PROV FR INS LOSS/Ins Gen Liab    | 9,300.00        | 9,300.00       | -           | -            | -            | 8,077.00     | -            | -            | 1,118.00     | -           | 40.00          | 9,195.00         | 65.00        | 99.3% |
| TOTAL PROVISION FOR INS LOSS            | 9,300.00        | 9,300.00       | -           | -            | -            | 8,077.00     | -            | -            | 1,118.00     | -           | 40.00          | 9,195.00         | 65.00        | 99.3% |
| 400574 COST POOL/(ISF)-Gen Liability    | 217,744.00      | 217,744.00     | -           | -            | 54,439.00    | 18,145.00    | 18,145.00    | 18,145.00    | 18,145.00    | 18,145.00   | 145,164.00     | 72,580.00        | 66.7%        |       |
| 400586 COST POOL/(CAP)-Admin Charges    | 52,481.00       | 52,481.00      | -           | -            | 13,124.00    | 4,373.00     | 4,373.00     | 4,373.00     | 4,373.00     | 4,373.00    | 34,989.00      | 17,492.00        | 66.7%        |       |
| 400591 COST POOL/(IND)/Civic Ctr Alloc  | 60,248.00       | 60,248.00      | -           | -            | 15,059.00    | 5,021.00     | 5,021.00     | 5,021.00     | 5,021.00     | 5,021.00    | 40,164.00      | 20,084.00        | 66.7%        |       |
| TOTAL COST POOL                         | 330,473.00      | 330,473.00     | -           | -            | 82,622.00    | 27,539.00    | 27,539.00    | 27,539.00    | 27,539.00    | 27,539.00   | 220,317.00     | 110,156.00       | 66.7%        |       |
| 400601 NONCAP ASST/Comp Hardware-CSK    | 3,000.00        | 3,000.00       | -           | -            | -            | -            | -            | -            | -            | -           | -              | 3,000.00         | 0.0%         |       |
| TOTAL ASSET/CAPITAL OUTLAY              | 3,000.00        | 3,000.00       | -           | -            | -            | -            | -            | -            | -            | -           | -              | 3,000.00         | 0.0%         |       |
| 391994 391994 TRANSFER IN/From Gen Fund | (150,000.00)    | (150,000.00)   | (12,500.00) | -            | (25,000.00)  | (12,500.00)  | (12,500.00)  | (12,500.00)  | (12,500.00)  | (12,500.00) | (100,000.00)   | (50,000.00)      | 66.7%        |       |
| 90 OPER XFERS IN                        | (150,000.00)    | (150,000.00)   | (12,500.00) | -            | (25,000.00)  | (12,500.00)  | (12,500.00)  | (12,500.00)  | (12,500.00)  | (12,500.00) | (100,000.00)   | (50,000.00)      | 66.7%        |       |
| TOTAL EXPENDITURES                      | 3,235,394.00    | 3,242,044.00   | 195,678.35  | 211,404.01   | 295,667.21   | 259,967.26   | 258,462.94   | 258,814.10   | 267,804.22   | 263,730.56  | 104,316.38     | 2,011,528.65     | 1,126,198.97 | 65.3% |
| NET OPERATING (SURPLUS)/DEFICIT         | 100,449.00      | 107,099.00     | 165,592.85  | (576,471.97) | (648,906.29) | (114,721.66) | 106,535.19   | 96,259.70    | 66,1,00      |             |                |                  |              |       |

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** At the November 17, 2021, Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation for the month of March 2024, are the compiled late fee waiver requests and associated documentation.

## INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

## ITEM

- |                                                                                       |                                                                                  |                                                                    |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                                                    |
| <input type="checkbox"/> Public Hearing                                               | <input type="checkbox"/> Regulation                                              | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement                                           | <input type="checkbox"/> Rent Board As Whole                                     |                                                                    |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                                                    |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                                                    |

**RECOMMENDED ACTION:** APPROVE late fee waiver(s) for March 2024 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537). *This item was continued from the March 20, 2024, Regular Rent Board Meeting.*

AGENDA ITEM NO:

**G-4.**

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**Late Fee Waiver Summary – April 9, 2024 Special Rent Board Meeting**

| Property Street                            | Property Owner      | Date of Request   | Reason for Request                                      | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|--------------------------------------------|---------------------|-------------------|---------------------------------------------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| 1 529 21st Street                          | John Hayden         | February 24, 2023 | Transfer of Property Management Company                 | Full waiver of late fees          | \$1,582.00      | \$1,582.00                         | None                                 |
| 2 210 Tunnel Ave                           | Han & Jean LLC      | October 20, 2022  | Did not receive the invoice                             | Late fee reduced to at least 10%  | \$2,034.00      | \$1,627.20                         | \$406.80                             |
| 3 3329 Wall Avenue and 420 37th Street     | Mehari Gebremichael | March 1, 2023     | Wrong mailing address                                   | Full waiver of late fees          | \$365.50        | \$365.50                           | None                                 |
| 4 701 Lincoln Avenue                       | Leonardo Lopez      | February 27, 2023 | New Owner, did not receive invoice                      | Full waiver of late fees          | \$1,284.00      | \$1,284.00                         | None                                 |
| 5 4521 Wall Ave                            | Malik E. Walker     | March 9, 2023     | Owner believed property was exempt                      | Full waiver of late fees          | \$243.00        | \$243.00                           | None                                 |
| 6 5707 and 5709 Madison Ave                | Christine M. Perez  | March 2, 2023     | Financial hardship, owner could not work due to surgery | Full waiver of late fees          | \$222.00        | \$222.00                           | None                                 |
| 7 612 Griffin Dr., 800 and 804 Johnson Dr. | Gloria Head         | May 5, 2023       | Wrong mailing address                                   | Full waiver of late fees          | \$190.50        | \$190.50                           | None                                 |
| 8 2526 Humprey Ave                         | Fred Smith Jr.      | May 15, 2023      | Wrong mailing address                                   | Full waiver of late fees          | \$125.00        | \$125.00                           | None                                 |

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 210 Tunnel Avenue

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner | Date of Request  | Reason for Request                | Recommendation to Approve or Deny       | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|----------------|------------------|-----------------------------------|-----------------------------------------|-----------------|------------------------------------|--------------------------------------|
| Han & Jean LLC | October 20, 2022 | Owner did not receive the Invoice | Partial Waiver to the 10% penalty level | \$2,034.00      | \$1,627.20                         | \$406.80                             |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated October 20, 2022, (Attachment 1) Han & Jean LLC the property owner at 210 Tunnel Avenue indicated that the reason for paying late was that the invoices were not received. They paid the outstanding fees on January 9, 2023 after receiving their invoice.

Rent Program staff confirmed Han & Jean LLC met the requirements of enrolling the property on February 1, 2019. Rent Program staff confirmed Han & Jean LLC paid the base Residential Rental Housing Fees for prior Fiscal Years on January 9, 2023.

Upon additional research, Rent Program staff verified a prior late fee waiver had been submitted to the Program and approved in April 2021, for prior years Rental Housing Fee.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 435 (D) and (E), provide the factors required when making a determining of good cause.

In this case, timely payments were not made during the last two fiscal years, disallowing the possibility of a ministerial waiver.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*



*8. Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed Han & Jean LLC paid the base Residential Rental Housing Fees for prior Fiscal Years on January 9, 2023.

Rent Program staff verified with Contra Costa County records that 210 Tunnel Avenue is a Residential Apartment built in 1912.

Staff Recommendation

Han & Jean LLC displayed good faith efforts to be compliant by contacting the Rent Program to inquire about the invoices, being enrolled with the Rent Program, and paying all past fees due. Staff recommends a partial waiver of the late fees to at least a 10% percent assessment pursuant to Rent Board Regulation 425 G (3). Regulation 425 G (3) requires that if there was one late fee waiver request granted in the prior three fiscal years, the late fee assessment shall be reduced to at least a 10% percent assessment. Since a late fee waiver was previously granted for in April 2021, a 10% late fee penalty of \$406.80 should be assessed.

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City of Richmond



## Request to Remove Late Fees

Property Owner Name: HAN & JEAN LLC 210 Tunnel Ave Richmond CA 94801FRJC #: [REDACTED]Property Owner Phone Number or Email: [REDACTED]The Property Owner has requested the removal of late fees on their account totaling \$ 408.<sup>60</sup>/<sub>100</sub> for the following reason:

- ☐ New Owner, did not receive invoice
- ☐ Wrong Mailing Address
- ☐ Owner believed property was exempt from the Rent Ordinance
- ☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- ☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- ☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- ☐ A previously enrolled property was not billed as a result of staff error.
- ☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- ☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- ☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)
- ☒ Other: DID NOT RECEIVED THE INVOICE. WAITING FOR LONG TIME. FINALLY CALL FOR INVOICE. NOW PAID \$408.<sup>60</sup>/<sub>100</sub> ON 10/20/2022

## Declaration &amp; Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: [Signature] Date: 10/20/2022Printed Name: HAN & JEAN LLC

## Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before \_\_\_\_\_.

Executive Director Signature: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 529 21st Street

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner | Date of Request   | Reason for Request                      | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|----------------|-------------------|-----------------------------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| John Hayden    | February 24, 2023 | Transfer of Property Management Company | Full waiver of late fees          | \$1,582.00      | \$1,582.00                         | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to deciding of whether there exists Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated February 24, 2023, (Attachment 1) John Hayden the property owner of 529 21st Street indicated that due to the transfer of the property management, the previous company never forwarded mail and did not receive a Rental Housing Fee invoice. In February 2023 the new property management company contacted the City of Richmond to inquire about the rental units being in compliance with the Rent Program. Staff informed them of the outstanding invoice and enrollment updated form. Payment was made on March 16, 2023 and staff confirmed that the updated property management company had been enrolled in February 2023 once the requirements were explained.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, the owner had not previously submitted a Late Fee Waiver request.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed the base Residential Rental Housing Fee for the outstanding Fiscal Year was paid on March 16, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that the property is designated as a 14-unit building that was built in 1965.

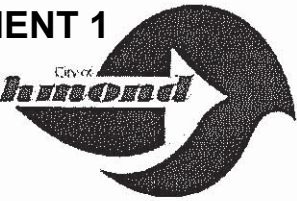
The new property management company demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and updated the enrollment form. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

John Hayden and the property managers demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$1,582.00 be granted.

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Property Owner Name: JOHN HENDEN

Property Owner Phone Number or Email:

- ☒ Other: TRANSFER OF PROPERTY MANAGEMENT, PREVIOUS PM COMPANY NEVER FORWARDED MAIL TO NEW COMPANY

Diana Escobar, Artist & owner.

Date:      /      /

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 612 Griffin Drive, 800 and 804 Johnson Drive

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner | Date of Request | Reason for Request    | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|----------------|-----------------|-----------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Gloria Head    | May 5, 2023     | Wrong Mailing Address | Full waiver of late fees          | \$190.50        | \$190.50                           | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated May 5, 2023, (Attachment 1) Gloria Head the property owner of 612 Griffin Drive, 800 and 804 Johnson Drive indicated that she did not receive any invoices in the past because of a wrong mailing address. She paid the outstanding Residential Rental Housing Fees on May 5, 2023 when she was informed a balance was due.

Rent Program staff confirmed Gloria Head met the requirements of enrolling the properties on May 16, 2023. Rent Program staff confirmed Gloria Head paid the base Residential Rental Housing Fees for the prior Fiscal Years on May 5, 2023.

Upon additional research, Rent Program staff verified no prior late fee waiver had been submitted to the Program for prior years.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 435 (D) and (E), provide the factors required when making a determining of good cause.

In this case, no prior late fee waiver had been submitted to the Program for the properties.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*

8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff verified with Contra Costa County records that 612 Griffin Drive, 800 and 804 Johnson Drive are all Single-Family Homes built in 1950.

Staff Recommendation

Gloria Head displayed good faith efforts to be compliant by contacting the Rent Program to inquire about the outstanding invoices, being enrolled with the Rent Program, and paying all past fees due (minus late fees). Considering these factors, staff recommend that a full waiver of late fees in the amount of \$190.50 be granted.

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## Request to Remove Late Fees

Property Owner Name: Gloria Head

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

☒ The Property Owner is requesting the removal of all late fees on their account.☐ The Property Owner is requesting the removal of partial late fees on their account totaling \$ \_\_\_\_\_

Check all that apply (required for request to be complete):

☐ New Owner, did not receive invoice☒ Wrong Mailing Address - Please provide correct address: [REDACTED], Richmond, CA 94805☐ Owner believed property was exempt from the Rent Ordinance☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlord's actions, bankruptcies and disputes over ownership of the property.☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.☐ A previously enrolled property was not billed as a result of staff error.☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)☒ Other: I'm now 76 years old with a 75 year old husband that I've been helping to care and I never thought about paying the Rental housing fees. My goal in life is to always be responsible. My husband is now at KaiserDeclaration & Signature: always be responsible. My husband is now at Kaiser  
I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.Signature of Landlord/Property Manager: [Signature]Date: 05/05/2023Printed Name: Gloria Head

## Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ 190.50Staff Member Name: JULIE MENDOZADate: 05/05/2023

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 701 Lincoln Avenue

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner | Date of Request   | Reason for Request                 | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|----------------|-------------------|------------------------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Leonardo Lopez | February 27, 2023 | New Owner, did not receive invoice | Full waiver of late fees          | \$1,284.00      | \$1,284.00                         | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to deciding of whether there exists Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated February 27, 2023, (Attachment 1) Leonardo Lopez the property owner of 701 Lincoln Avenue indicated that due to being a new owner, he did not receive a Rental Housing Fee invoice. In February 2023 Leonardo Lopez contacted the City of Richmond to inquire about the rental units being in compliance with the Rent Program. Staff informed him of the outstanding invoice balance and enrollment form. Payment was made on March 3, 2023 and staff confirmed that the updated enrollment form was completed on February 23, 2023 once the requirements were explained.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, the owner had not previously submitted a Late Fee Waiver request.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed the base Residential Rental Housing Fee for the outstanding Fiscal Year was paid on March 3, 2023 when notified of the amount due. Rent Program staff verified with Contra Costa County records that the property is designated as a Triplex building that was built in 1965.

The new property owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment when he received the invoice and updated the enrollment form. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

Leonardo Lopez demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$1,284.00 be granted.

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## Request to Remove Late Fees

Property Owner Name: Leonardo Lopez

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 1,284.00 for the following reason:

- ☒ New Owner, did not receive invoice
- ☐ Wrong Mailing Address
- ☐ Owner believed property was exempt from the Rent Ordinance
- ☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlord's actions, bankruptcies and disputes over ownership of the property.
- ☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- ☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- ☐ A previously enrolled property was not billed as a result of staff error.
- ☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- ☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- ☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)
- ☐ Other: \_\_\_\_\_

### Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: Leonardo Lopez Date: 2/27/2023

Printed Name: Leonardo Lopez

### Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before \_\_\_\_\_.

Executive Director Signature: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 2526 Humphrey Avenue

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner | Date of Request | Reason for Request    | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|----------------|-----------------|-----------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Fred Smith Jr. | May 15, 2023    | Wrong Mailing Address | Full waiver of late fees          | \$125.00        | \$125.00                           | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated May 15, 2023, (Attachment 1) Fred Smith Jr. the property owner of 2526 Humphrey Avenue indicated that he did not receive any invoices because of a wrong mailing address. He paid the outstanding Residential Rental Housing Fees on May 15, 2023 when he was informed a balance was due.

Rent Program staff confirmed Fred Smith Jr. met the requirements of enrolling the properties on May 15, 2023. Rent Program staff confirmed Fred Smith Jr. paid the base Residential Rental Housing Fees for the prior Fiscal Years on May 15, 2023.

Upon additional research, Rent Program staff verified no prior late fee waiver had been submitted to the Program for prior years.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 435 (D) and (E), provide the factors required when making a determining of good cause.

In this case, no prior late fee waiver had been submitted to the Program for the properties.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*



Rent Program staff verified with Contra Costa County records that 2526 Humphrey Avenue is Single-Family Home built in 1947.

Staff Recommendation

Fred Smith Jr. displayed good faith efforts to be compliant by contacting the Rent Program to inquire about the outstanding invoices, being enrolled with the Rent Program, and paying all past fees due (minus late fees). Considering these factors, staff recommend that a full waiver of late fees in the amount of \$125.00 be granted.

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## Request to Remove Late Fees

Property Owner Name: FRED SMITH

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

☒ The Property Owner is requesting the removal of all late fees on their account.

☐ The Property Owner is requesting the removal of partial late fees on their account totaling \$ [REDACTED]

Check all that apply (required for request to be complete):

☐ New Owner, did not receive invoice

☒ Wrong Mailing Address - Please provide correct address: [REDACTED]

☐ Owner believed property was exempt from the Rent Ordinance

☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlord's actions, bankruptcies and disputes over ownership of the property.

BACK SIDE →

☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period

☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.

☐ A previously enrolled property was not billed as a result of staff error.

☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.

☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.

☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)

☐ Other: [REDACTED]

### Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: Fred Smith

Date: 05/15/2023

Printed Name: FRED SMITH

### Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ 125.00

Staff Member Name: JULIE MENDOZA

Date: 05/15/2023

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 3329 Wall Avenue and 420 37th Street

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner      | Date of Request | Reason for Request    | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|---------------------|-----------------|-----------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Mehari Gebremichael | March 1, 2023   | Wrong Mailing Address | Full waiver of late fees          | \$365.50        | \$365.50                           | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of “Good Cause”

In the request dated March 1, 2023, (Attachment 1) Mehari Gebremichael the property owner of 3329 Wall Avenue and 420 37th Street indicated that he did not receive any invoices in the past because of a wrong mailing address. He paid the outstanding Residential Rental Housing Fees on April 12, 2023 when he was informed a balance was due.

Rent Program staff confirmed Mehari Gebremichael met the requirements of enrolling the properties on March 7, 2023. Rent Program staff confirmed Mehari Gebremichael paid the base Residential Rental Housing Fees for the prior Fiscal Years on April 12, 2023.

Upon additional research, Rent Program staff verified no prior late fee waiver had been submitted to the Program for prior years.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 435 (D) and (E), provide the factors required when making a determining of good cause.

In this case, no prior late fee waiver had been submitted to the Program for the properties.

Evaluation of Owner’s Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord’s control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor’s Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant’s ability to pay Rent;*
7. *Late payment History.*

8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff verified with Contra Costa County records that 3329 Wall Avenue is a Single-Family Home built in 1971 and 420 37th Street is a Single-Family Home built in 1944.

Staff Recommendation

Mehari Gebremichael displayed good faith efforts to be compliant by contacting the Rent Program to inquire about the outstanding invoices, being enrolled with the Rent Program, and paying all past fees due (minus late fees). Considering these factors, staff recommend that a full waiver of late fees in the amount of \$365.50 be granted.

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## Request to Remove Late Fees

Property Owner Name: MEHARI GEBREMICAEL

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 365.50 for the following reason:

- ☐ New Owner, did not receive invoice
- ☒ Wrong Mailing Address
- ☐ Owner believed property was exempt from the Rent Ordinance
- ☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- ☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- ☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- ☐ A previously enrolled property was not billed as a result of staff error.
- ☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- ☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- ☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)

☒ Other: Through the years I've come to pay the Business License fee in person and I was never asked or told to pay

Declaration & Signature: this fee. Never received any communication from  
I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: Mehari Gebremicael Date: 3/01/2023

Printed Name: MEHARI GEBREMICAEL

### Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before \_\_\_\_\_.

Executive Director Signature: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 4521 Wall Avenue

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner  | Date of Request | Reason for Request                 | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|-----------------|-----------------|------------------------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Malik E. Walker | March 9, 2023   | Owner believed property was exempt | Full waiver of late fees          | \$243.00        | \$243.00                           | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to deciding of whether there exists Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of “Good Cause”

In the request dated March 9, 2023, (Attachment 1) Malik E. Walker the property owner of 4521 Wall Avenue indicated that they believed the property was exempt from a Rent Ordinance. In February 2023 the new property manager, Modistine Johnson visited our offices to see if 4521 Wall Avenue was in compliance with the Rent Program. Staff informed them of the outstanding invoice and enrollment updated form. Payment was made on March 9, 2023 and staff confirmed that the updated property was originally enrolled since June 2019 but the new manager had been submitted an amended enrollment in March 2023 once the requirements were explained.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, the owner had not previously submitted a Late Fee Waiver request.

Evaluation of Owner’s Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord’s control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor’s Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant’s ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed the base Residential Rental Housing Fee for the outstanding Fiscal Year was paid on March 9, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that the property is designated as a Single-Family Home built in 1942.

The new property management company demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and updated the enrollment form. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

Malik E. Walker and the property manager demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$243.00 be granted.

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## Request to Remove Late Fees

Property Owner Name: Malik E Walker

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

- ☒ The Property Owner is requesting the removal of all late fees on their account.
- ☐ The Property Owner is requesting the removal of partial late fees on their account totaling \$ \_\_\_\_\_

### Check all that apply (required for request to be complete):

- ☐ New Owner, did not receive invoice
- ☐ Wrong Mailing Address - Please provide correct address: \_\_\_\_\_
- ☒ Owner believed property was exempt from the Rent Ordinance
- ☐ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- ☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- ☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- ☐ A previously enrolled property was not billed as a result of staff error.
- ☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- ☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- ☒ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)
- ☐ Other: \_\_\_\_\_



### Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: Modestine Johnson

Date: 3/9/23

Printed Name: Modestine Johnson

### Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ 243.00

Staff Member Name: Moses Serano

Date: 3 / 9 / 2023

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 5707 and 5709 Madison Avenue

Date: April 9, 2024

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2024:

| Property Owner     | Date of Request | Reason for Request                                      | Recommendation to Approve or Deny | Late Fee Amount | Total Late Fees Waived if Approved | Recommended Late Fee Amount (if any) |
|--------------------|-----------------|---------------------------------------------------------|-----------------------------------|-----------------|------------------------------------|--------------------------------------|
| Christine M. Perez | March 2, 2023   | Financial hardship, owner could not work due to surgery | Full waiver of late fees          | \$222.00        | \$222.00                           | None                                 |

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to deciding of whether there exists Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of “Good Cause”

In the request dated March 2, 2023, (Attachment 1) Christine M. Perez the property owner of 5707 and 5709 Madison Avenue indicated that she had a financial hardship and was not able to work due hip surgery. Payment was made on March 14, 2023 and staff confirmed that the updated property was enrolled on April 2023.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, the owner had not previously submitted a Late Fee Waiver request.

Evaluation of Owner’s Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord’s control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor’s Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant’s ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed the base Residential Rental Housing Fee for the outstanding Fiscal Year was paid on March 14, 2023 when notified of the amount due. Rent Program staff verified with Contra Costa County records that the property is designated as a duplex built in 1952.

The owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment and indication that they had a financial hardship.

Staff Recommendation

Christine M. Perez demonstrated good faith efforts to come into compliance by paying the Residential Rental Housing Fees and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$222.00 be granted.

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Request to Remove Late Fees

Property Owner Name: Christine M Perez

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ [REDACTED] for the following reason:

- ☐ New Owner, did not receive invoice
- ☐ Wrong Mailing Address
- ☐ Owner believed property was exempt from the Rent Ordinance
- ☒ Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlord's actions, bankruptcies and disputes over ownership of the property. I had to go off work for emergency hip surgery.
- ☐ Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- ☐ The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- ☐ A previously enrolled property was not billed as a result of staff error.
- ☐ An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- ☐ The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- ☐ The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)

☒ Other: I thought my son was going to stay in my place and or my family was going to stay.

Declaration & Signature: I had an emergency and am having surgeries  
I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: CM Perez

Date: 3/2/2023

Printed Name: Christine M Perez

**Rent Program Staff Use Only:**

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before \_\_\_\_\_.

Executive Director Signature: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# I had no tenants from 4/2022 to 3/15/2023 need tenant on way

new tenant will be here 3/15/2023

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## AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** The Rent Board Regulation 322 fails to clearly state that the Rent Board as a Whole and Individual Rent Board Members may present Agenda Reports at Regular Meetings of the Rent Board.

### INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

### ITEM

- |                                                                                       |                                                                                  |                                 |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                 |
| <input type="checkbox"/> Public Hearing                                               | <input checked="" type="checkbox"/> Regulation                                   | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement                                           | <input type="checkbox"/> Rent Board As Whole                                     |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** AMEND the language of Regulation 322A, 322A(b) and 322A(c) - (Nicolas Traylor, 510-620-6564). *This item was continued from the March 20, 2024, Regular Rent Board Meeting.*

AGENDA ITEM NO:

**I-1.**

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# AGENDA REPORT

**DATE:** April 9, 2024

**TO:** Chair Cantor and Members of the Richmond Rent Board

**FROM:** Elaine Dockens, Member, Richmond Rent Board

**SUBJECT:** The Rent Board Regulation 322A, 322A(b), and 322A(c)

## **STATEMENT OF THE ISSUE:**

The Rent Board Regulation 322 fails to clearly state that the Rent Board as a Whole and Individual Rent Board Members may present Agenda Reports at Regular Meetings of the Rent Board.

## **RECOMMENDED ACTION:**

AMEND the language of Regulation 322A, 322A(b) and 322A(c).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Background

(1) On May 23, 2023, General Counsel Oshinuga outlined the procedure for the Staff, the Rent Board as a Whole and Individual Rent Board Members to present Agenda Reports at Regular Meetings (Attachment 1).

(2) On July 3, 2023, Executive Director Nicolas Traylor presented Agenda Report Training.

### Purpose

(3) To clearly state that the Rent Board as a Whole and Individual Rent Board Members may present Agenda Reports for discussion and further action at Regular Meetings of the Richmond Rent Board.

Examples:

- 322A “Agenda Items may be submitted by Staff, the Rent Board as a Whole or by Individual Board Members.”
- 322A(b) “The originator of an Agenda item will present a report.”
- 322A(c) “Rent Board Members may ask questions of the originator of the Agenda Item.”

### Proposed Timeline

February 2024 to April 2024

### Next Steps

- (1) RECEIVE the Agenda Report regarding The Rent Board as a Whole and Individual Board Members submitting Agenda Reports at Regular Rent Board Meetings.
- (2) DISCUSS the pros and cons of the Agenda Report.
- (3) VOTE by the Board on the Recommended Action.

If approved by the Board,

- (4) DIRECT STAFF to draft an Amended Regulation 322 which clearly states that the Rent Board as a Whole and Individual Rent Board Members may submit Agenda Reports at Regular Meetings.
- (5) DIRECT THE STAFF to submit the amended Regulation 322 for the Board’s consideration, vote and adoption at the next Regular Meeting of the Richmond Rent Board.
- (6) DIRECT STAFF to:
  - (a) publicize the adopted amended Regulation 322 on the Board’s website and any other appropriate medium prior to promulgation in 30 days.
  - (b) submit a written list of places where Amended Regulation 322 was publicized to the Board at the meeting immediately prior to promulgation.

**DOCUMENTS ATTACHED:**

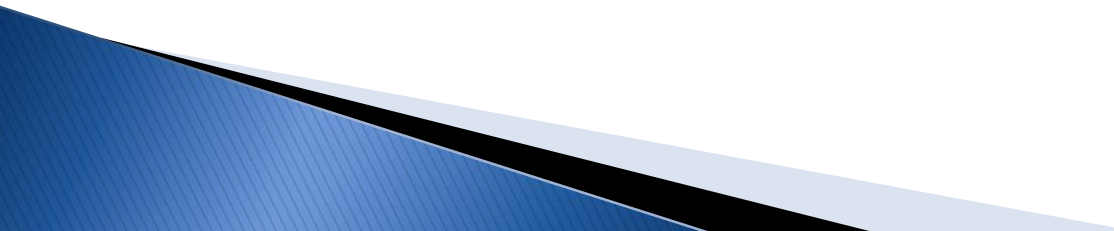
- Attachment 1:       *How to Agendize Items & Staff Role.* Charles Oshinuga, General Counsel, May 8, 2023 (12 pages).
- Attachment 2:       City of Richmond Rent Board Regulations.  
                          \* 322 Consideration of Agenda Items.  
                          \* 322A(b).  
                          \* 322A(c).

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# How to Agendize items & Staff Role

Charles Oshinuga, General Counsel  
May 8, 2023, Regular Meeting of the  
Richmond Rent Board

# Contents

1. Agenda Overview
  2. Staff Agendizing Items
  3. Rent Board Agendizing Items
  4. Boardmembers Agendizing Items
- 

# What is an Agenda Item?

- A topic of discussion that falls within the subject matter jurisdiction of the Rent Board.
- Agendizing the topic of discussion serves to notify the public of the issues and potential Board action so that the public can engage in meaningful participation.

# What is an Agenda Item cont'd

- Meaningful description:
  - “ [S]ufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item ”
- Identify as action or discussion item
- Members of the public allowed to speak on all items – time limits OK

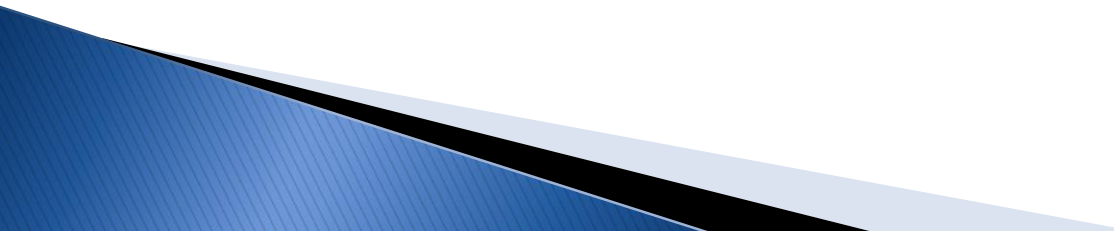


# Why does it matter what is listed on the agenda?

**A LEGISLATIVE BODY  
CANNOT DISCUSS OR ACT  
ON ITEMS NOT ON AN AGENDA.**

# How to Agendize an Item

Three main ways:

- ▶ Staff agendizes an item.
  - ▶ The Board as a whole directs staff to include an item on the agenda.
  - ▶ An individual Boardmember agendizes an item.
- 

# Agenda: Staff Agendizes an Item

- **Staff identifies an issue:**
  - Counseling sessions
  - Public Feedback
  - Staff comments and/or review
- **The issue(s) is discussed internally**
  - Creating or adjustment of administrative policies and procedures.
- **If it cannot be resolved internally, agendize the issue to the Board**
  - Issue is too pervasive or requires new Rules and Regulation.

# Agenda: Staff Agendizes an Item, cont'd

- **Staff Report:**
  - The tool by which topics for discussion are brought before the Rent Board.
  - Typically contains the following:
    - Overview
    - Recommended Action
    - Fiscal impact
    - Brief discussion of the topic to be discussed
- **Staff request the Board to direct it to further explore the issue and return with policy options.**
- **Staff engages in researches, analyzes, and outreach**
  - Explore what other jurisdictions have done
  - Best ways to resolve the issue
  - Shop the various options around to the public
- **Return to the Rent Board with various policy options, which ultimately gets translated into a Rule and/or Regulation.**

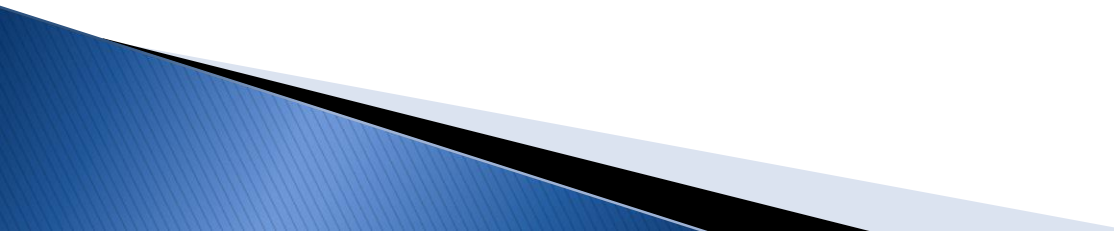
# Owner Move-In Example

- Questions concerning how many evictions a Landlord can perform on a property
  - Counselors
  - Attorneys
- Staff decided the issue impacted the community as a whole and agendized it to the Board.
- Board directed staff to research the issue and return with policy options
- Staff engaged in months of research and outreach
- Staff presented its findings to the Board with various policy options
- Board selected its preferred set of options and directed staff to memorialize its selection in a set of Rules and Regulations.
- Legal review altered a few options
- Staff presented the Board with the Regulations and the Board adopted it.

# Agenda: Rent Board as a whole Agendizes an Item

- ▶ At the conclusion of a discussion of an item that is before the Rent Board, the Rent Board may direct staff to take any action that is related to the item of discussion.
  - Majority vote
  - Consistent with the Brown Act
    - Cannot exceed the parameters of the current item.
  - Limited discussion
    - The time to debate the consequence of the potential item is when the item returns to the Rent Board
  - Timing
    - The Board may instruct staff when it wants the item to appear before it.

# Agenda: Individual Board Member

- ▶ An individual Board member may agendaize for discussion any topic that falls within the subject matter jurisdiction of the Rent Board.
  - ▶ Subject matter jurisdiction: Those issues that reasonably relate to rents and/or evictions
- 

# Agenda: Individual Board Member, cont'd:

- ▶ Identify the topic or issue of concern
- ▶ Contact staff members and request data that will support or illuminate the concern
- ▶ Request staff to provide a staff report template
- ▶ Fill in the appropriate sections of the template staff report
  - The report does not have to be long but should contain enough information to aid the public and the Board in a fruitful consideration of the item.
  - Staff will review the language contained in the “Recommended Action” section.
- ▶ Submit the completed staff report to staff.
  - Staff will help post the staff report as an item to be discussed at the next Board meeting
- ▶ Optional: Prepare a PowerPoint for the Board
  - Typically, the maker of the item simply gives an oral presentation of their staff report and elicits conversation from the sitting Boardmembers
- ▶ Optional: Staff may prepare a staff report that either opposes, supports, or contextualizes the Boardmembers’ Staff Report.



# Recommended Action

- ▶ Receive training on agenda scheduling and appropriate content of said agenda.

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## **Chapter 3: RENT BOARD**

### **300. Purpose**

The purpose of this Chapter is to ensure consistency and predictability during Rent Board meetings by creating a framework in which Rent Boardmembers will conduct the business of the public in adherence with existing State law.

### **301. Boardmember Qualifications**

- A. Consistent with both City of Richmond Municipal Code Section 11.100 et.seq, and the City of Richmond Charter, the Mayor and City Council are vested with the power to both appoint and remove Boardmembers. The Rent Board shall consist of five (5) Boardmembers, all of whom must maintain Richmond residency during their tenure.
- B. There shall not be more than two Boardmembers serving on the Board that either own or manage any rental property or are realtors.

#### **301.5. Expiration of Term**

- A. Where a Rent Boardmember's term has expired, that member shall continue to discharge their duties until they are either reappointed, or their successor is appointed.
- B. In the event that a Rent Boardmember who continued to discharge their duties after the expiration of their term is reappointed, the time during which they continued to discharge their duties while awaiting reappointment shall be counted against their overall two-year term.
- C. In no event shall a Rent Board member serve a total of five (5) terms.

*[Adopted February 17, 2021]*

### **302. Election of Chairperson**

The members of the Rent Board shall elect from among themselves a Chair and Vice Chair for a term not to exceed one year. The election of the Chair and Vice Chair requires a majority vote. At the end of the Chair and Vice Chair term, neither person will be eligible to hold the same position until at least one year after the expiration of their chairship. The election of the Chair and Vice Chair must be held at a properly agendized, Regular Rent Board meeting.

### **303. Rent Board Motions**

All Rent Board motions taken at a properly agendized Rent Board meeting requires the affirmative vote of three (3) Rent Boardmembers. All decisions by the Rent Board shall be recorded by roll call vote and a record of such action shall be available to the public.

**304. Quorum**

Three (3) Boardmembers shall constitute a quorum of the Board.

**305. Agenda**

The Rent Board clerk shall compile the agenda. The agenda, with all supporting matters, shall be transmitted to the Boardmembers and be available to the public at least seventy-two (72) hours prior to the regularly scheduled Board Meeting, unless specified otherwise by state law. Any item of public interest or concern added to the agenda after its publication to the general public shall not be considered unless it is accompanied by a full explanation by the advocate of such item and not until after a majority of the Board has voted to do so.

**306. Time and Place for Holding Regular Meeting**

The City of Richmond Rent Board shall hold regularly scheduled meetings as are necessary to ensure the timely performance of its duties under the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. At the minimum, the Rent Board must hold at least one (1) meeting per year. All meetings shall be called and conducted in accordance with state law. Accordingly:

- A. The City of Richmond Rent Board hereby establishes regular meetings to be held on the third Wednesday of each month at 5:00 P.M., unless the agenda includes a closed-session item, in which case the regular meeting shall commence at the conclusion of closed session. If any such Wednesday falls on any day designated by law or by the City Council as a holiday or City closure, or if a change in the date for a regular meeting is reasonably necessary for the Board to perform its duties, the Board shall give the public reasonable notice of the alternative date for the regular meeting.
- B. The City Council Chamber in City Hall located at 440 Civic Center Plaza, Richmond, California, is established as the location for holding the Rent Board's meetings. If, for any reason, the City Council Chamber is unavailable for a particular regular meeting, the Board shall give the public reasonable notice of the alternative site of the meeting in its published agenda. If, however, the City Council Chamber becomes permanently unavailable, the Board shall, with reasonable notice, amend this regulation to set forth the new location(s) of its regular meetings, in its published agenda.

**307. Meetings must be Public -- Exception for Closed Sessions**

In accordance with the Brown Act, all regular, adjourned regular, and special meetings of the Rent Control Board shall be public except that the Rent Board may hold Closed Sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering the matters referred to in §§54956.7-54957.10 of the California Government Code relating to Closed Sessions of the legislative body, or pursuant to other provisions of law.

**308. Rent Board Correspondence**

- A. The Rent Board Clerk is authorized to open all mail or other written communications addressed collectively to the Rent Board and to give it immediate attention so that all administrative business referred to in said communication which does not necessarily require Rent Board action may be acted upon.
- B. All written communications addressed to the Rent Board, the subject matter of which comes within the Rent Board, shall be placed on the agenda of the earliest regular meeting if the Executive Director deems Board receipt appropriate, except for those written communication containing material which:
  - 1. is profane;
  - 2. is in the nature of a criminal or civil slander, or is potentially slanderous or libelous;
  - 3. advocates or opposes the candidacy of any person or party for any elective office;
  - 4. is primarily an advertisement or promotion or has as a substantial purpose the advancement of any cause the major benefit of which is private and not public; or
  - 5. does not necessitate Board action.
- C. Written communications addressed to individual Boardmembers shall not be opened by the Rent Board Clerk unless authorized to do so by individual Boardmembers. Such communications shall not become public records until received and filed by the Board at a regular, special or adjourned meeting of the Board, or retained or used as provided in §6250 of the California Government Code.
- D. Written communication received by the Rent Board Clerk after the deadline to publish the agenda shall not be placed on that agenda unless it concerns a matter to be considered by the Board at the upcoming regular meeting and is determined by the Rent Board Clerk to be an urgent matter which should be brought to the immediate attention of the Board. If it is determined that the communication must be placed on the agenda, Rent Board staff shall amend the agenda, to include the written communication.
- E. Written communications received by the Rent Board shall not be read aloud at a Board Meeting unless requested by a majority vote of the Board. No item which is exempted by §6254 of the California Government Code shall be disclosed or treated as a public record.

**309. Order of Business**

- A. The Board will ordinarily consider and dispose of its business in the following order, unless otherwise specified by the Board:

1. Call to Order. The Chair will call the meeting to order, and the Rent Board Clerk will call the roll.
2. Closed Session. The Board will recess to closed session to consider items on the closed-session agenda.
3. Reconvene to Open Session. The Chair will call the open session to order and invite the Rent Board and public to salute the flag.
4. Report of Closed Session. The Staff Attorney will provide a report of the Rent Board's closed session.
5. Roll Call. The Rent Board Clerk will call roll of the Boardmembers and shall announce for the record the names of the absent Boardmember(s). If a Boardmember has been recorded as absent, but later arrives at the meeting, the Rent Board Clerk shall announce that Boardmembers and the time of arrival for the record.
6. Statement of Conflict of Interest. The Rent Board Clerk will inquire as to whether any Rent Boardmember has a conflict of interest as it relates to any of the items appearing on that meeting's agenda.
7. Agenda Review. The Rent Board Chair or one serving in the Chair's capacity will inquire as to whether Rent Boardmembers and/or Rent Board staff would like to make changes to the agenda.
8. Swearing in New Boardmembers. Where applicable, the Rent Board Clerk will swear-in new Boardmembers at the first meeting they appear.
9. Electing Chair and Vice-Chair. Where applicable, the Rent Boardmembers will elect a Chair and Vice-Chair consistent with Regulation 302 of this Chapter.
10. Special Agenda Items. The Chair or any member of the Board, may make relevant announcements, present commendations or awards, introduce special guests, or conduct other brief business of a like nature.
11. Public Forum. Members of the public will be given the opportunity to directly address the Board on any item of interest to the public that is within the Board's subject-matter jurisdiction; however, members of the public wishing to address the Board on specific agenda items should address the Board on those items when they are under consideration by the Board. All speakers must complete and file a speaker's card with Rent Board staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes. Should any speaker require interpretation, the above time limits shall be doubled within the applicable category.

12. Rent Board Consent Calendar. The Rent Board will consider all consent items as a group by a single motion to approve the consent calendar. Because the consent calendar includes only items of a noncontroversial nature that do not require a public hearing such as receiving reports, approving minutes or making technical, non-substantive changes to regulations, the title to the individual consent items will not be read unless a request to do so is made by a member of the Board. Public discussion by the Rent Board is permitted only if the item is removed from the consent agenda and a specific request to be heard is made.
13. Continued Business. The Rent Board will consider any unconcluded items from previous Board Meeting agendas.
14. Appeals. The Rent Board will hear matters in which the Board is required to make a decision concerning an appeal.
15. Administrative Items, Including Regulations. The Rent Board will consider issues placed on the agenda by the Rent Program staff members, including those items placed on the agenda on behalf of non-Rent Program staff members.
16. Reports of Officers. The Executive Director and/or Deputy Director may share relevant news or updates to the Rent Board as it relates to the Rent Program or Rent Board's course of business.
17. Adjournment. The Rent Board will adjourn, and will remain adjourned until its next regularly scheduled meeting unless an emergency or special meeting is called before the next regularly-scheduled meeting.

- B. The Rent Board may alter the order of its agenda for an individual meeting, except the call to order and adjournment, by a majority vote.

*[Amended 8/16/2023]*

### **310. Preparation of Minutes**

The Rent Board Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by a majority action of the Rent Board.

### **311. Presiding Officer**

The Chair shall be the Presiding Officer at all meetings of the Rent Board. In the absence of the Chair, the Vice-Chair shall preside. In the absence of both the Chair and the Vice-Chair, the Rent Board Clerk shall call the Rent Board to order whereupon a temporary Presiding Officer shall be elected by a majority of the Boardmembers present to serve until the arrival of the Chairperson or Vice Chairperson or until adjournment.

### **312. Powers and Duties of Presiding Officer**

- A. Duties. The Presiding Officer shall preserve order at all regular, adjourned regular, and special meetings of the Board. Such officer shall state each agenda item or question coming before the Board, announce the decisions of the Board on all subjects, and decide all

questions of order.

- B. Signing of Documents. The Presiding Officer shall sign all Resolutions and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case the signature of the alternate Presiding Officer may be used.
- C. Sworn Testimony. Where appropriate, the Presiding Officer may require any person addressing the Board to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Board. Any member of the Board may request that anyone appearing before the Board on any matter shall be sworn.
- D. Subpoena. The Rent Board may, through the Presiding Officer, compel the attendance of witnesses, to examine them under oath, and to compel the production of evidence before it.

**313. Rules of Debate**

- A. Getting the Floor. Every Rent Boardmember desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine their remarks to the question under debate.
- B. Questions to Staff. Every Rent Boardmember desiring to question Board staff shall, after recognition by the Presiding Officer, address his/her questions to the Executive Director, the Deputy Director, the Rent Board's counsel, or any staff member then present on the dais. If either the Executive Director or the Rent Board's counsel feels another staff member who is not located on the dais could best respond to the Boardmember's question, he or she may direct the question to a member of his/her staff in the audience for that purpose.
- C. Interruptions. A Boardmember, once recognized, shall not be interrupted when speaking unless:
  - 1. Called to order by the Presiding Officer;
  - 2. a point of order, point of information, or of personal privilege is raised by another Boardmember; or
  - 3. the speaker chooses to yield to a question by another Boardmember.
- D. Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Rent Boardmember to appeal to the Board. Appropriate points of order relate to anything that would not be considered appropriate procedural conduct of a meeting. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.



- E. Point of Personal Privilege. The right of a Rent Boardmember to address the Board on a question of personal privilege shall be limited to those issues that would interfere with the normal comfort of the meeting.
- F. Calling the Question. Rent Boardmembers may move to end debate on individual items. However, neither the moving party nor the party seconding any motion is permitted to call for the question.
- G. Motion to Reconsider. A motion to reconsider any action taken by the Board may be made only by a Rent Boardmember of the prevailing side and may be made only on the same day the action is taken and shall have precedence over all other motions or while a member has the floor and said motion shall be debatable.
- H. Limitation of Debate. No Boardmember shall be allowed to speak more than once upon any particular subject until every other Boardmember desiring to do so shall have spoken. Each Boardmember speaking on any item on the agenda shall be limited to ten (10) minutes per item to state his/her opinion and his/her views.
- I. Continue or Table a Matter. Any Rent Boardmember may move to table or continue an agenda item that is currently being discussed. If a Rent Boardmember makes said motion, the motion must contain a specific reference as to when the agenda item will come back to the body.
- J. Recess. Any Rent Boardmember may move the Board to take a recess. If the motion passes, the chair shall determine the length of the recess.
- K. Adjourn. Any Rent Boardmember may move the Board to adjourn. If passed, the Board must immediately adjourn to the next regularly scheduled meeting.
- L. Close Nomination. When choosing a presiding officer, a Rent Boardmember may make a motion to close nomination. Where such a motion is passed, no further Rent Boardmembers may be nominated.
- M. Suspension of the Rules. Any Rent Boardmember may move to suspend the rules for a particular purpose. The suspensions of the rules permit Rent Boardmembers to deviate from the rules or regulations that guide particular procedures and conduct of Rent Board meetings.

**314. Rules of Order**

Except as otherwise provided in this Chapter or by law, the procedures of this Board shall be governed by the latest revised edition of Rosenberg's Rules of Order.

**315. Failure to Observe Rules of Order**

Rules under this Chapter are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise lawful.

**316. Voting Procedure**

Any vote of the Board, including a roll call vote, may be registered by the members by answering "AYE" or "YES" for an affirmative vote or "NO" for a negative vote upon their name being called by the Rent Board Clerk. Unless a member of the Board states that they are not voting, silence shall be recorded as an affirmative vote.

**317. Disqualification for Conflict of Interest**

Pursuant to the conflict of interest code adopted by the City of Richmond in accordance with Government Code Section 87300, all Rent Boardmembers shall disclose all present holdings and interests in real property, including interests in corporations, trusts, or other entities with real property holdings, in accordance with applicable state law.

- A. Any Rent Boardmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in an open meeting.
- B. Where no thoroughly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Rent Boardmember affected, be decided by other Rent Boardmembers.
- C. A Rent Boardmember who is disqualified by reason of conflict of interest in any matter shall not remain in their seat during the debate and shall not vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais and leave the Council Chamber or other room where the meeting is held.
- D. A Rent Boardmember stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

**318. Impartiality**

Where the Rent Board sits as an adjudicative body to hear matters that fall within its jurisdiction, those members must strive to uphold the integrity of the Rent Board by avoiding impropriety and the appearance of impropriety. Thus, Rent Boardmembers must strive to perform their duties in

adjudicating matters that fall within its jurisdiction in a fashion that is impartial, competent, and diligent. To that end, no Rent Boardmember may participate in the consideration or decision of any adjudicative matter in which such person has any personal interest, including equity interest, financial interest, an interest as a landlord, tenant, or management person, or is related by blood or marriage or adoption to a landlord or tenant involved. For the purposes of this Chapter, a personal interest is one where a Boardmember has a vested interest in the outcome of a matter thereby impairing their ability to evaluate the matter impartially. Where issues of partiality arise, Rent Boardmembers shall treat such partiality as a conflict of interest and adhere to Regulation 317, as it relates to disclosure and recusal.

**319. Failure to Vote**

Every Rent Boardmember is entitled to vote unless disqualified by reason of conflict of interest.

**320. Tie Vote**

Tie votes shall be lost motions and may be reconsidered.

**321. Changing Vote**

A member may change their vote only if they make a timely request to do so immediately following the announcement of the vote by the Rent Board Clerk and prior to the time that the next item in the order of business is taken up.

**322. Consideration of Agenda Items**

- A. The Board will ordinarily consider agenda items in the following order, unless otherwise specified by the Board:
  - a. The Rent Board Clerk or Presiding Officer will read the title of the agenda item to be considered.
  - b. A report will be presented by staff, if called for by the Presiding Officer.
  - c. Rent Boardmembers may ask questions of staff.
  - d. The Presiding Officer will call for public comment public
  - e. After all members of the public wishing to address the Board have done so, the Presiding Officer will announce the close of discussion by the public.
  - f. The Board may publicly deliberate.
  - g. A Rent Boardmember may make a motion, or the Presiding Officer may ask for a motion. If the motion is seconded, the motion is before the Board.
  - h. The Board may discuss the motion that is before it.
  - i. At the conclusion of the discussion, the Presiding Officer will restate the motion and request that the Rent Board Clerk call for a vote.
  - j. The Board will vote on the motion. If more than one motion is before the Board, the Board must vote on the last-made motion first, then proceed in reverse order to the first-made motion.

**323. Effective Date of Adopted Regulations and Resolutions**

Where the Rent Board by majority vote adopts a Regulation or Resolution, the effective date of the adopted Regulation or Resolution shall be thirty (30) calendar days from the date of the Board meeting where the Rent Board adopted said Regulation or Resolution.

**324. Adjournment**

The duration of each Board Meeting shall not exceed three hours, unless a majority of the Rent Boardmembers vote otherwise.

**325. Record of Meetings**

All public meetings of the Board shall be electronically recorded. The recording shall be made available on the Rent Board's website and shall be part of the records of the Board.

**326. Interpretation and Modification of the Rules**

These rules shall be interpreted liberally in order to provide for the optimum in the free interchange of information and public debate without any unnecessary waste of time or duplication of effort.

*[Adopted June 17, 2020]*

## AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: April 9, 2024

Final Decision Date Deadline: April 9, 2024

**STATEMENT OF THE ISSUE:** In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. To that end, staff members have prepared a presentation overviewing budget requirements and the budget process/timeline for the Board's consideration and comment.

### INDICATE APPROPRIATE BODY

- |                                                     |                                                                           |                                                |                                                              |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |                                                           |

### ITEM

- |                                                                                       |                                                                                  |                                 |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |                                                                                  |                                 |
| <input type="checkbox"/> Public Hearing                                               | <input type="checkbox"/> Regulation                                              | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement                                           | <input checked="" type="checkbox"/> Rent Board As Whole                          |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution                                                   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** RECEIVE a presentation regarding the Rent Program Budget timeline and requirements for the Fiscal Year 2024-25 Rent Program operating Budget. (Nicolas Traylor/Fred Tran – 620-6564). ***This item was continued from the March 20, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

**J-1.**

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# AGENDA REPORT

**DATE:** April 9, 2024

**TO:** Chair Cantor and Members of the Richmond Rent Board

**FROM:** Nicolas Traylor, Executive Director  
Fred Tran, Deputy Director

**SUBJECT:** OVERVIEW OF BUDGET REQUIREMENTS AND TIMELINE FOR  
FISCAL YEAR 2024-25 BUDGET

## STATEMENT OF THE ISSUE:

In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. To that end, staff members have prepared a presentation overviewing budget requirements and the budget process/timeline for the Board's consideration and comment.

## RECOMMENDED ACTION:

RECEIVE a presentation regarding the Rent Program Budget timeline and requirements for the Fiscal Year 2024-25 Rent Program operating Budget. (Nicolas Traylor/Fred Tran – 620-6564).

## FISCAL IMPACT:

There is no fiscal impact related to this item.

## DISCUSSION:

Each fiscal year, Rent Program staff provide a presentation to the Rent Board on a proposed Budget and corresponding Fee Study for potential adoption. Prior to approving a final draft of the Fiscal Year 2024-25 Rent Program budget for potential adoption, Rent Program staff will present a preliminary draft budget and seek the Board's feedback and direction. A high-level overview of budget requirements and timeline (Attachment 1) is provided to meet the July 1, 2024 deadline.

## **ITEM J-1**

A significant portion of the budget consist of Salaries and Wages. Beginning in May 2023, the City and Union agreed to ratify the Memorandum of Understanding (MOU) for SEIU Local 1021, IFPTE Local 21 Mid-Management, and IFPTE Local 21 Executive Management with Side Letters (Attachment 2). The City implemented the Segal Classification and Compensation Study per the proposed terms for each Side Letter in November 2023 which will impact the Fiscal Year 2024-2025 Budget.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Fiscal Year 2024-25 Budget and Rental Housing Fee Study Timeline

Attachment 2 – Memorandum of Understanding and Side Letter: SEIU Local 1021, IFPTE Local 21 Mid-Management, and IFPTE Local 21 Executive Management



**PROPOSED FY 2024-25 BUDGET AND FEE STUDY TIMELINE**

| <b>Date</b>                                                                                                                                                                                                 | <b>Task</b>                                                                                                                                                                          | <b>Lead</b>  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| January/February 2024 – Internal Budget Meetings with Rent Program Staff                                                                                                                                    | Budget Kickoff Meetings – Review Proposed Timeline and Discuss Program Needs                                                                                                         | Nicolas/Fred |
| Special Rent Board Meeting (4/9/24)                                                                                                                                                                         | Board Receives Timeline for Budget Adoption/Fee Study Approval/Approval of Fee/Billing                                                                                               | Nicolas/Fred |
| April Regular Rent Board Meeting (4/17/24)                                                                                                                                                                  | Board Receives Initial Budget Recommendations                                                                                                                                        | Nicolas/Fred |
| April 2024                                                                                                                                                                                                  | Newspaper announcement is sent to be published in the paper on Wednesday, April 17 & Saturday, April 20, 2024                                                                        | Cindy        |
| May Special Rent Board Meeting (5/7/24)<br><i>Packet published 5/2/24</i>                                                                                                                                   | PUBLIC HEARING HELD: Board receives revised FY 24/25 Budget and Fee Study and considers adoption (if not adopted, item may be continued in May, potential Special Meetings required) | Nicolas/Fred |
| City Council Meeting in May – (staff will insert placeholder for subsequent meetings in the event item requires several meetings)<br><i>(Item request due in eSCRIBE 5/10/24, supporting docs due 5/15)</i> | City Council Adopts Resolution Approving FY 24/25 Rental Housing Fee                                                                                                                 | Nicolas/Fred |
| May/June 2024                                                                                                                                                                                               | Rent Program staff notify Finance Department staff of adopted fee for inclusion in the City's Master Fee Schedule                                                                    | Nicolas/Fred |

Section 11.100.060(n) of the Rent Ordinance states:

(n) Budget. The Board shall, prior to July 1 of each year, hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. At least thirty-five days prior to the beginning of each fiscal year, the Board's Executive Director shall submit to the Board the proposed budget as prepared by the Executive Director. After reviewing the same and making such revisions as it may deem advisable, the Board shall determine the time for the holding of a public hearing thereon and shall cause to be published a notice thereof not less than ten days prior to said hearing, by at least one insertion in the official newspaper. Copies of the proposed budget shall be available for inspection by the public in the office of the Board at least ten days prior to said hearing. The City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget. Upon final adoption, the budget shall be in effect for the ensuing fiscal year and the amounts stated therein shall be and become appropriated by the Board for the respective objects and purposes therein specified. At any meeting after the adoption of the budget the Board may amend or supplement the budget by the affirmative votes of at least three members. Copies of the adopted budget and any amendments or supplements shall be filed with the City Clerk, and City Manager.

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# **MEMORANDUM OF UNDERSTANDING**

*between*

**The City of Richmond, California**

*and*

**The General Employees Bargaining Unit  
Service Employees International Union (SEIU),  
Local 1021**



**July 1, 2021 – June 30, 2025**

## Table of Contents

|                                                                  |    |
|------------------------------------------------------------------|----|
| PREAMBLE .....                                                   | 1  |
| ARTICLE I – GENERAL PROVISIONS .....                             | 1  |
| I A.    DISCRIMINATION PROHIBITED .....                          | 1  |
| I B.    MUTUAL RIGHTS AND RESPONSIBILITIES .....                 | 2  |
| I C.    RECOGNITION .....                                        | 2  |
| I D.    DUES DEDUCTION.....                                      | 2  |
| I E.    UNION RIGHTS .....                                       | 3  |
| ARTICLE II DIRECT PAY FOR SERVICES .....                         | 7  |
| II A.    SALARY.....                                             | 7  |
| II B.    ACTING PAY .....                                        | 7  |
| II C.    OVERTIME AND COMPENSATION FOR OVERTIME .....            | 8  |
| II D.    SHIFT DIFFERENTIAL .....                                | 9  |
| II E.    BILINGUAL PAY .....                                     | 9  |
| II F.    TRAINING DIFFERENTIAL .....                             | 9  |
| II G.    LOCKSMITH DIFFERENTIAL .....                            | 9  |
| II H.    HAZARDOUS DUTY PAY DIFFERENTIAL.....                    | 10 |
| II I.    STANDBY PAY.....                                        | 11 |
| II J.    PROMOTION - EFFECT ON RATE OF COMPENSATION .....        | 11 |
| II K.    EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES ..... | 11 |
| II L.    ELIGIBILITY FOR SALARY ADVANCEMENT .....                | 11 |
| II M.    PERFORMANCE EVALUATIONS.....                            | 11 |
| II N.    DEMOTION .....                                          | 12 |
| ARTICLE III - INDIRECT PAY AND ALLOWANCES .....                  | 12 |
| III A.    INSURANCE.....                                         | 12 |
| III B.    LEAVES .....                                           | 17 |
| III C.    HOLIDAYS .....                                         | 27 |
| III D.    ALLOWANCES .....                                       | 28 |
| III E.    PART-TIME PROVISIONS.....                              | 30 |
| III F.    RETIREMENT .....                                       | 31 |
| ARTICLE IV - WORKING CONDITIONS .....                            | 31 |
| IV A.    BULLETIN BOARDS.....                                    | 31 |
| IV B.    HOURS OF WORK, MEAL PERIODS AND REST PERIODS.....       | 31 |
| IV C.    SHIFT CHANGES.....                                      | 33 |
| IV D.    SAFETY COMMITTEE.....                                   | 33 |
| IV E.    MEETINGS WITH SUPERVISORS .....                         | 33 |
| IV F.    EMPLOYEE ASSISTANCE PROGRAM .....                       | 33 |
| IV G.    OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS.....  | 34 |
| ARTICLE V - PERSONNEL PROVISIONS .....                           | 35 |
| V A.    LAYOFF .....                                             | 35 |
| V B.    PROBATIONARY PERIOD.....                                 | 36 |
| V C.    REINSTATEMENT .....                                      | 37 |
| V D.    RESIGNATION.....                                         | 38 |
| V E.    SEVERANCE PAY .....                                      | 38 |
| V F.    REASSIGNMENT.....                                        | 38 |

|                                                                         |    |
|-------------------------------------------------------------------------|----|
| V G. TRANSFER .....                                                     | 38 |
| V H. ORAL INTERVIEWS - UNION OBSERVER .....                             | 39 |
| V I. PAY DAYS.....                                                      | 39 |
| V J. SEWER MAINTENANCE TITLES .....                                     | 39 |
| V K. ACTION FORMS.....                                                  | 39 |
| V L. PERSONNEL FILES.....                                               | 39 |
| V M. EXAMINATION ANNOUNCEMENTS .....                                    | 40 |
| V N. NEPOTISM.....                                                      | 40 |
| V O. UTILIZING THE LEAP PROGRAM.....                                    | 41 |
| V P. FLEXIBLY STAFFED pOSITIONS.....                                    | 41 |
| ARTICLE VI - GRIEVANCE AND APPEAL .....                                 | 41 |
| VI A. GRIEVANCE DEFINITION AND PROCEDURE .....                          | 41 |
| VI B. DISCIPLINE .....                                                  | 43 |
| ARTICLE VII - RESOLUTION.....                                           | 45 |
| VII A. TERM OF AGREEMENT.....                                           | 45 |
| VII B. CONTRACTING OUT/TEMPORARY EMPLOYEES .....                        | 45 |
| VII C. AGREEMENTS FURNISHED .....                                       | 46 |
| VII D. CONTINUATION OF BENEFITS .....                                   | 46 |
| VII E. FULL UNDERSTANDING .....                                         | 46 |
| VII F. SEVERABILITY OF PROVISIONS .....                                 | 47 |
| VII G. RETROACTIVITY.....                                               | 47 |
| VII H. NO STRIKE/NO LOCKOUT PROVISION .....                             | 47 |
| VII I. UNION BUG .....                                                  | 47 |
| VII J. LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS .....                | 47 |
| ATTACHMENT A – CLASSIFICATIONS .....                                    | 50 |
| ATTACHMENT B – DEFINITIONS .....                                        | 55 |
| ATTACHMENT C – WEINGARTEN RIGHTS .....                                  | 57 |
| ATTACHMENT D – BUILDING INSPECTORS’ CERTIFICATIONS .....                | 58 |
| ATTACHMENT E – SAFETY SHOE REIMBURSEMENT CLASSIFCATION LISTING.....     | 59 |
| ADDENDUM TO THE MOU CIVILIAN PROBATIONARY REVIEW BOARD .....            | 60 |
| ADDENDUM TO THE MOU CITYWIDE SERVICE QUALITY COMMITTEESIDE LETTER ..... | 62 |

**MEMORANDUM OF UNDERSTANDING**

*between*

**THE CITY OF RICHMOND, CALIFORNIA**

*and*

**GENERAL EMPLOYEE BARGAINING UNIT  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

**2021 – 2025**

**PREAMBLE**

This **AGREEMENT** (hereinafter “Agreement”) entered into by the City of Richmond (hereinafter “City”) and Service Employees International Union Local 1021, AFL-CIO, (hereinafter “Union”) has as its purpose the harmonious labor relations between the City and the Union; establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the City and the Union have met and conferred regarding wages, hours, and other terms and conditions of employment, have exchanged proposals and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City and the Union is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City’s Charter, the City’s Employer-Employee Relations Resolution, the City’s Personnel Rules, and this Agreement. Whenever this Agreement contains a provision relating to a subject matter which is also referred to in the Employer-Employee Relations Resolution, Personnel Rules or any other City ordinance, policy or regulations, the provisions of this Agreement shall prevail.

The term “Agreement” as used herein means the written agreement provided under Government Code Section 3505.1.

**ARTICLE I – GENERAL PROVISIONS**

**I A. DISCRIMINATION PROHIBITED**

There will be no discrimination against any employee because of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, national origin, lawful activities on behalf of the Union, lawful social activities not affecting or related to work performance, or for any other reason prohibited by law. Filing a discrimination, harassment or retaliation complaint containing one or more of the same allegations with state and/or federal agencies shall terminate any grievance

process provided for in this Memorandum of Understanding.

## **I B. MUTUAL RIGHTS AND RESPONSIBILITIES**

The City of Richmond and Service Employees International Union Local 1021 agree that both have obligations and responsibilities to see that the statutory and budgetary objectives of the City of Richmond are attained and that the public receives services as programmed in an effective and efficient manner.

The City of Richmond has the duty to execute the traditional responsibilities of management including the determination of the level of and the manner in which City activities are conducted, managed, and administered and to maintain rules and procedures for the administration of the City to attain these goals. Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive City rights, subject to the City's obligations under the MMBA including but not limited to the obligation to negotiate impacts within the scope of representation. These City rights include among others, the exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; relieve its employees from duty because of lack of work or for other good reason; and maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its operations and the technology and methods of performing its work.

The Union recognizes management's responsibilities and rights in this regard. The City, in turn, recognizes its responsibility to treat employees fairly and equitably and to meet and confer with the Union over changes affecting terms and conditions of employment.

## **I C. RECOGNITION**

Service Employees International Union Local 1021, AFL-CIO, is the recognized employee organization for the General Employees Bargaining Unit and has concluded this Memorandum of Understanding through its authorized representatives. The employee classifications in such bargaining unit are set forth in the Recognition section of this Memorandum of Understanding and the Service Employees International Union Local 1021, AFL-CIO, hereinafter referred to as "the Union," is recognized as the exclusive representative of employees assigned to such classifications.

## **I D. DUES DEDUCTION**

1. An employee may at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") (including any Union dues, fees, or other deductions as permitted by law) furnished by the Union.
2. The Union shall be the custodian of records such as Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence

or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

3. Deductions in effect as of June 30, 2021 will remain in effect unless modified or revoked pursuant to this section. The City shall begin deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. Dues deductions shall not be retroactive. The City shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member's earnings occurs.
4. Member requests to change or cancel deductions must be made to the Union and not to the City. The City shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. The City will cease deductions at the end of the pay period following notification from the Union to the City to cease deduction of Union Dues and/or COPE deduction, or a later date as specified by the Union (to coincide with the end of a pay period).
5. The employee's earnings must be sufficient after all other legal and required deductions and any employee voluntary deductions are made to cover the amount of the Union Dues and COPE deduction. When the employee's earnings are insufficient (whether the employee was in a full, partial or unpaid status), no Union Dues or COPE deduction will be deducted during that pay period.
6. The Union shall indemnify and save harmless the City, its officers, employees and agents from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said Union Dues. If the Union provides legal representation to the City in such a proceeding it shall not be responsible for additional attorney fees voluntarily incurred by the City.
7. The City shall distribute the Union-furnished Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.
8. In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall promptly notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.

## **I E. UNION RIGHTS**

1. **Stewards:** The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of



Understanding and/or rules, policies, and ordinances regulating wages, hours and working conditions.

The Union shall annually, in January, provide a list of stewards to the Director of Human Resources. The Union shall inform the Director of Human Resources in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

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

The City shall allow designated officers (up to 3) and stewards one hour of paid time off to attend the Union's Monthly Stewards Meeting. The Union shall provide the City's Human Resources Director with a list of designated stewards and an annual list of scheduled Monthly Stewards Meetings.

During negotiations for a successor to this Memorandum of Understanding, the Union may designate up to 8 persons from the bargaining unit to meet and confer with the City's representatives.

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

General Membership meetings do not occur during working hours. Employees do not receive paid release time to attend, travel to or prepare for general membership meetings. However, employees who have a thirty (30) minute lunch may use up to sixty (60) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. Employees who have a sixty (60) minute lunch may use up to thirty (30) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. An employee must obtain prior approval to use accrued vacation leave as provided in Article III(B)(8).

During each calendar year, the Union shall be entitled to eighteen (18) hours of release time for Union Officers, Stewards, or designated Union members (the Union must provide a list to Human Resources delineating who the designated Union members are no later than January 1 of each year), to work on Union-related business. The Union is entitled to a total of eighteen (18) hours to be shared amongst all the Union Officers, Stewards, and designated Union members. In other words, each Union Officer or Steward does not receive eighteen (18) hours. The Union cannot request more than three (3) hours of release time a month, and no more than two (2) Union Officers or Stewards can be released at any given time. For example, for the month of June, the Union can request that the Union President and the Chief Steward meet for an hour to work on Union-related business. With such a request, the Union has three (3) hours of their eighteen (18) hour bank for the calendar year and cannot request any additional release time under this provision for the

month of June. If this was the only release time request by the Union under this provision for the calendar year, then the Union would have fifteen (15) hours of release time remaining in the calendar year. Time used for officers or stewards used for representation is not included as hours used in this provision.

In addition, the request for release time cannot result in overtime, either for the person requesting the release time, or for any back-fill of the position of the person requesting the release time.

All requests for release time under this provision must be made to the Human Resources Director or their designee, no less than three (3) business days prior to the day the release time is requested for. If the request cannot be accommodated due to a work conflict involving the person the release time was requested for, the Union and the impacted employee will be notified as soon as possible, no less than one (1) business day prior to the request for the release time.

The Human Resources Department will track the eighteen (18) hours allotted for this release time and will notify the Union when they have reached their eighteen (18) hour limit in a calendar year.

3. **Bulletin Boards:** The City agrees to designate bulletin board space on existing bulletin boards for the sole use of the Union. The parties agree to mutually explore and review such areas where insufficient bulletin boards exist and the City shall install same.
4. **Names and Classes of Represented Employees:** Within thirty (30) days of hire, promotion or separation, the City shall provide the Union with a list of all newly hired, promoted or separated employees covered by this Agreement and once each quarter (July, October, January, April) thereafter during the term of this Agreement. Such lists, culled from the City's payroll system, shall include the employee's:
  - Name
  - Date of hire, promotion or separation
  - Home address
  - Home and/or mobile telephone number, to the extent the City has that information
  - Personal email address, to the extent the City has that information
  - Work department
  - Classification
  - Work phone number
  - Work email address
5. **New Employee Orientations:**
  - 5.1 The City agrees that each newly hired employee, within the first thirty (30) days of employment, shall participate in an in-person orientation meeting as part of the New Employee Orientation.

- 5.2 Union Representatives shall be provided an opportunity to present to employees at the New Employee Orientation, for thirty (30) minutes. Employees will not suffer a loss in compensation for such time when the Union is presenting to the employee.

The City shall grant release time for up to two (2) Union Representatives, which shall include reasonable time for travel and set up, without loss of compensation to present at the New Employee Orientation. The Union shall provide the name(s) of the Union Representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the City at least forty-eight (48) hours prior to the scheduled New Employee Orientation.

Union Representatives are a Union staff member, the Union's elected chapter officers, and the Shop Stewards.

- 5.3 A newly hired employee who does not attend the New Employee Orientation will be scheduled for a subsequent New Employee Orientation. To the extent such employees for any reason do not attend, within thirty (30) days of beginning work, the Union shall have the option for a Union Representative to schedule a thirty (30) minute presentation on paid City time with the employee.

- 5.4 The City shall advise the Union of the dates and times at which the Union Representative(s) can present to employees covered by this Agreement. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The City shall email the Union at least forty-eight (48) hours in advance of the New Employee Orientation a list of expected participants represented under this Agreement. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

- 5.5 The Union agrees to stay within its designated time period and will not cause a delay to the New Employee Orientation agenda. For example, if the Union Representative(s) are scheduled to present from 9:00 a.m. – 9:30 a.m., and they arrive at 9:20 a.m., the Union Representatives shall have from 9:20 a.m. – 9:30 a.m. to present. If the Union Representative(s) arrive at 9:35 a.m., they have waived their opportunity to present to the group and no additional time or rescheduling will be afforded. However, if the Union Representative(s) are unable to make the scheduled time, the City agrees to make Union-provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union-provided information.

- 5.6 The City will provide the Union an environment for the Union's presentation that is reasonably free from distractions. If multiple unions attend the New Employee Orientation, each union will meet with employees of the bargaining groups at the same time. Separate meeting rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room schedule for New Employee Orientation.

- 5.7 The City will not observe or disturb the Union presentation

5.8 The Union will not disparage the City and/or its governing board(s) [e.g., City Council, Richmond Housing Authority], its supervisors or management during New Employee Orientations.

## **ARTICLE II DIRECT PAY FOR SERVICES**

### **II A. SALARY**

The salary schedule for classifications represented in the bargaining unit is attached to this MOU as Attachment “A.”

1. Each employee shall receive a lump sum payment in the amount of \$3,800.00 (pro rata for benefited part-time employees) minus applicable payroll deductions. The Parties do not intend for this lump sum payment to be CalPERS compensable wages. The lump sum payment will be paid to employees on a check separate from the employee’s bi-weekly paycheck. The City shall issue the lump sum payment checks within the first two pay periods after this City Council adopts this Memorandum of Understanding.
2. Effective the pay period including January 1, 2023, the City shall increase the monthly pay rate listed in **Attachment A** by 5.0% of the monthly pay rate in effect before such increase takes effect.
3. Effective the pay period including January 1, 2024, the City shall increase the monthly pay rate listed in **Attachment A** by 4.0% of the monthly pay rate in effect before such increase takes effect.
4. Effective the pay period including January 1, 2025, the City shall increase the monthly pay rate listed in **Attachment A** by 4.0% of the monthly pay rate in effect before such increase takes effect.

During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.

### **II B. ACTING PAY**

1. Each employee who is assigned to work in a position in a higher classification and who assumes the responsibilities and performs substantially all of the day-to-day duties of the position shall receive for each day of service in such class that step in the range allocated to the higher class which provides at least a five percent increase (5%) above their present salary rate, not to exceed the top step of the higher class, provided that the department head, with the approval of the City Manager, has so assigned the employee utilizing a Personnel Action Form. An employee so assigned must assume all or substantially all of the duties and responsibilities of the higher paid classification. An employee flexibly staffed within the employee’s job classification series does not earn acting pay.
2. Should any member so assigned and working in a higher classification incur an injury or

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

## **II C. OVERTIME AND COMPENSATION FOR OVERTIME**

1. **Rate of Compensation for Overtime Worked.** Each employee in the classified service (clerical, professional, or blue collar) who is required to work, during any one calendar week, in excess of either their normally scheduled workday or work week shall be compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.
2. **Factors Which Govern Compensation for Overtime Worked.** Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to one hundred (100) hours of compensatory overtime. All accumulated overtime shall be taken upon the approval of the department head.
3. **Effect of Termination on Overtime.** Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.
4. **Approval.** All overtime work shall be subject to prior approval of the City Manager or their designee.
5. **Call Back Time.** An employee physically called back to work shall be credited with a minimum amount of three hours' time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher or supervisor) to an employee prior to the time that employee normally would leave home for reporting to duty on that workday, or a proper request to an employee after that employee has completed the normally assigned duty hours of that workday and has left their job with the anticipation of being off duty until the next workday. These call back provisions shall apply to mandatory meetings convened on an employee's scheduled day off. Time which is worked as overtime within the provisions of this section, and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee.

Whenever feasible, call back will first be offered to an employee in the classification and the unit that normally provides the work for which a call back is necessary. For example, if it is necessary to call back an employee to address an issue occurring within the purview of the impacted Department and/or division, attempts will be made to contact an employee from the impacted Department and/or division, within the classification required to perform the necessary work. If an employee from the impacted Department and/or division cannot be reached, then employees in the classification required to perform the necessary

work will be contacted from other divisions in the City.

6. **Certain Exceptions and Exclusions.** Each employee who works under a seasonal, limited term, part-time or intermittent appointment shall be excluded from these provisions until the total hours actually worked by such employee in a calendar week exceeds the full work week as herein defined.

## **II D. SHIFT DIFFERENTIAL**

1. An employee who is regularly assigned to work five (5) or more hours between the hours of 4 p.m. and 12 midnight (evening shift) shall receive an additional five percent (5%) above their individual salary rate. An employee who is assigned to work five (5) or more hours between the hours of 12 midnight and 8 a.m. (night shift) shall receive an additional seven and one-half percent (7-1/2%) above their individual salary rate.
2. Library employees and Recreation Program Coordinators who are assigned to work between the hours of 5 P.M. and 9 P.M., shall receive additional compensation of eighty cents (\$.80) each hour.

Employees working rotating shifts (defined as shifts where an employee is required to change from days, swing, and graveyard on a regular basis, but not when such changes occur less frequently than once each 6 months) shall receive in addition to their regular compensation 7 1/2% when working graveyard, 5% when working swing, or 2 1/2% when working days. Shift work for bargaining unit members not in the Police Department will generally be assigned for a six-month period.

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

## **II E. BILINGUAL PAY**

Positions certified by the Human Resources Management Department as bilingual shall receive 2% additional compensation. The City agrees to add sign language to the languages eligible for bilingual compensation.

## **II F. TRAINING DIFFERENTIAL**

Communication Dispatchers II, Code Enforcement Officers II, and Jailers shall receive a 5% differential above their base pay when assigned to formal training duties in accordance with the Police Department's training program for new Dispatchers, Code Enforcement Officers, and Jailers. Additionally, effective February 1, 2007, Communications Dispatchers II will receive two (2) hours of overtime per week during the time period they are assigned to formal training duties to facilitate the completion of the daily and bi-observation reports.

## **II G. LOCKSMITH DIFFERENTIAL**

Effective April 1, 2018 (pursuant to agreement by the parties), employees in the Department of

Infrastructure Maintenance and Operations (DIMO) shall be eligible to receive a Locksmith Pay Differential of 7% over their regular base pay when assigned to specific duties as defined below:

Managing the City's Key Control Policy, servicing and repairing locks for City facilities, maintaining our panic devices, and other duties related to locksmithing. Employees that receive this differential must be registered as a Certified Locksmith and be assigned as such by the Facilities Maintenance Superintendent.

## **II H. HAZARDOUS DUTY PAY DIFFERENTIAL**

Effective April 1, 2018 (pursuant to agreement by the parties), employees in the following classifications shall receive a Hazardous Duty Pay Differential of 10% over their regular base pay when assigned to specific duties as defined below. This differential is being paid to the following classifications only in recognition of the fact that their current job classifications do not include the duties defined below (A):

- Maintenance Worker I/II
- Equipment Operator
- Grounds Keeper Gardener
- Gardener
- Parks Constructions Maintenance Worker
- Maintenance Lead Worker
- Building Trades Worker 1 - 4

Hazardous Duty Pay will only be paid to employees who are assigned by their supervisor and/or designee, to execute the hazardous duties defined below in (A). It will not be paid to an employee who undertakes to perform the hazardous duties listed below in (A) on their own, without proper authorization, either expressed or implied.

The Department Supervisor or Superintendent shall authorize payment of the differential and maintain records of hazardous duty pay authorizations.

The Hazardous Duty Pay Differential will only be given for the actual time an employee(s) work on the hazardous assignment.

(A) The following duties are the only duties that are hereby established as duties that are entitled to receive the Hazardous Pay Differential:

1. Homeless Encampment Abatement – Specifically, the abatement of established homeless encampments that includes removal of trash, junk, debris and personal items and potentially hazardous materials.
2. Charred Building Demolition – specifically, crews assigned to demolishing, abating and disposing of burnt and/or charred buildings.

## **II I. STANDBY PAY**

Employees assigned to standby duty, during any consecutive 7-day period, shall be paid fifty-two (52) hours at straight time for forty (40) hours of work. If an employee is not available for duty during any portion of the seven-day period, due to illness or other reason, 1.1 hours shall be deducted for each day or portion of the day they are is not available.

## **II J. PROMOTION - EFFECT ON RATE OF COMPENSATION**

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

## **II K. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES**

“Y” rating occurs when the City eliminates a job classification and reallocates the employee to another classification, with a lower maximum salary than the maximum salary for the incumbent's eliminated classification. The City shall also “Y” rate an employee occupying a position in a classification if the maximum salary rate is reduced. Such continuation of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates their position, the employee's successor in that position shall be paid in accordance with the salary ranges established by this Memorandum of Understanding. This section shall not apply to an employee who voluntarily demotes to a lower paying classification.

## **II L. ELIGIBILITY FOR SALARY ADVANCEMENT**

An employee shall normally be eligible for salary advancement within the salary range for the employee's classification for each year of satisfactory service unless the employee's classification only has one rate of pay. If an employee's service is not deemed satisfactory, based on a written performance evaluation, the employee may not be eligible for consideration for salary advancement.

If an employee does not receive an evaluation within 60 days after their anniversary date and the employee is scheduled for a step increase, the step increase will be paid to the employee retroactively to their anniversary date.

Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the bargaining unit within the currently approved salary range for good or sufficient cause.

## **II M. PERFORMANCE EVALUATIONS**

Each employee shall receive a written performance evaluation annually on or about their anniversary date. The anniversary date is the date an employee was hired, or last promoted. An employee's anniversary date may change during employment for various reasons. Evaluations are due on or about the employee's current anniversary date.



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

## **II N. DEMOTION**

The City shall determine an employee's new rate of compensation within the salary range for the employee's new classification in all cases of demotion, (voluntary or disciplinary).

## **ARTICLE III - INDIRECT PAY AND ALLOWANCES**

### **III A. INSURANCE**

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

#### **1. Medical Insurance**

##### **1.1 CalPERS Health Insurance Plans**

The City contracts with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. Unless prohibited by PERS or by law, the health plan coverage described herein shall apply to persons retired.

The City shall pay the CalPERS Minimum Employer Contribution Amount required by law.

##### **Additional City Medical Insurance Premium Contribution**

The City shall make an additional monthly contribution beyond the CalPERS Minimum Employer Contribution Amount for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. Payment shall be sufficient to cover the premium of the Kaiser Bay Area Region medical plan minus the CalPERS Minimum Employer Contribution Amount required by law. For employees with no dependents, the monthly contribution shall be at the single premium rate; for employees with one dependent, the monthly contribution shall be the two-party rate; and for employees with more than one dependent, the

monthly contribution shall be the family rate. For the term of this Agreement only, should the premium for the Kaiser Bay Area Region medical plan change, the City shall change the monthly contribution to be paid toward this benefit by the same amount as the premium change. If any employee chooses a plan more expensive than the Kaiser Bay Area Region plan, the City contribution shall be no more than the Kaiser Bay Area Region premium minus the CalPERS Minimum Employer Contribution Amount at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

### 1.2 **Medical Benefit Opt-Out**

Employees who opt not to use the City's medical insurance, and who can document in the manner required by law that they have alternative Patient Protection and Affordable Care Act compliant group health insurance shall receive \$150.00 per month for employees eligible for employee-only medical insurance and \$200.00 per month for employees eligible for two-party or family medical insurance. The Federal legal requirements are as follows:

- a) The employee certifies that the employee and all individuals in the employee's tax family for who coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
- b) During the City's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- c) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS regulations, other legislation or Federal and/or California agency guidance.

This option is available at any time. If an employee loses the alternative medical insurance the City will allow immediate reinstatement to the City's health plan at the employee's eligibility level. Bargaining unit members receiving money in lieu of benefits may apply the money towards the IRS Section 457 Deferred Compensation Plan or receive the money as a taxable addition to their salary.

### 1.3 **Taxation**

The City shall not treat its medical benefit contributions described in Section III(A)(1)(1.1) above as compensation subject to income tax withholding unless the

Internal Revenue Service and/or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

#### **1.4 Permanent Part-Time Employees**

- a) Permanent part-time employees may receive medical benefits as follows: The City will only contribute the current CalPERS Minimum Employer Contribution Amount for part-time employees who regularly work between twenty and twenty-four hours per week. These employees shall pay the balance of the medical insurance premium.
- b) Permanent part-time employees who regularly work 25 hours or more per week may elect to receive the same medical plan benefits described in Section III(A)(1)(1.1) as full-time employees.

#### **1.5 Eligibility Changes**

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

Employees shall inform the City within thirty days that one or more family members are no longer dependents, and the City shall correspondingly reduce its monthly contribution. Applicable circumstances include but are not limited to divorce, death, children turning 26 years old and a dependent obtaining other medical insurance.

#### **1.6 Retiree Medical Benefits**

The City will pay the CalPERS Minimum Employer Contribution Amount on behalf of eligible retirees for CalPERS retiree medical insurance premiums. The City will also reimburse retirees who are eligible for retiree medical benefits as described in subsection "1.7" below in the amount of \$435.00 per month for retirees eligible for retiree only coverage and \$567.00 per month for retirees eligible for two-party or family coverage. Retirees may add new dependents during retirement but the City will not increase its reimbursement to contribute towards the premiums for these new dependents.

When a retiree or surviving dependent becomes eligible for Medicare benefits, the monthly reimbursement shall be reduced to the amount deducted from the pension check for supplemental medical insurance and shall be no more than the reimbursement for which they are eligible described above. The City will not cover any Medicare costs.

Retirees may receive the reimbursement for which they are eligible described above for a non-PERS health plan if 1) the non-PERS health plan is selected at the same time that an employee drops a PERS health plan and 2) the retiree submits monthly proof of payment of the premium. Once such a selection is made, the retiree may opt back into

a PERS health plan but the City will not reimburse the retiree for any portion of the premium.

### 1.7 **Retiree Medical Benefit Eligibility**

To be eligible for the reimbursement described in Section III(A)(1)(1.6), the retiree must (1) retire within 120 days of separation from the City payroll, (2) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

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

Employees who retire on a PERS approved disability and have 10 years of service with the City shall also be eligible for City reimbursement towards medical benefits as described in Section III(A)(1)(1.6).

### 1.8 **Retiree Medical Benefit Conditions**

The reimbursement set forth in Section III(A)(1)(1.6) shall be made monthly from the date of the first CalPERS pension check until the retiree ceases to participate in the PERS Medical program. However, if the retiree goes from having one or more dependents to having no dependents, the City's reimbursement shall be reduced as described in Section III(A)(1)(1.5). If the retiree becomes Medicare eligible, the City's reimbursement shall be reduced as described in Section III(A)(1)(1.6). If the retiree fails to report any of these changes in status to the City within 30 days of their occurrence, the retiree shall be liable for refunding the excess amounts received to the City.

### 1.9 **Retiree Medical Benefit Survivors**

If a retiree qualifying for benefits above is survived by a spouse or registered domestic partner at the time of retirement who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City) the surviving spouse shall receive all the benefits described above if allowed by CalPERS rules. The survivor will be subject to the same administrative procedures applicable to retirees.

- 1.10 Effective the pay period including January 1, 2024, employees shall begin making contributions to the retiree medical benefit pre-funding trust in an amount determined by the second-step annual base wage for their current job classification. The contribution amounts are as follows:

Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.

Employees in job classifications with annual second-step base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.

Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.

These payments shall occur as payroll deductions and shall be tax-free to the extent allowed by law.

Part-time employees in the bargaining unit shall make monthly retiree medical benefit pre-funding trust contributions on a pro-rata basis. As an example, this means that a part-time employee in a job classification with a second step making less than \$60,000 per year who works a three-quarters time schedule (28.125 hours per week) would pay \$37.50 per month to the trust.

2. **Dental Plan**

The City shall contribute the full premium toward group dental plan benefits for employees and dependents with a \$2,000 lifetime maximum for orthodontics per person. The maximum dental benefit (except for orthodontics) is \$1,700 per year for a PPO in-network dentist and \$1,500 per year for an out-of-network dentist.

Employees may utilize the dentist of their choice to obtain dental care in the PPO Network as specified in the Delta Dental Benefit Highlights. The City's dental plan includes additional information regarding benefits. Permanent part-time employees shall be entitled to participate in the dental plan. These employees, and not the City, will pay the premium for the dental plan.

3. **Vision Plan**

The City shall contribute the full premium for a no deductible group vision plan providing for well-vision exams and/or new lenses every twelve months and new frames every twenty-four months. The City's vision plan includes additional information regarding benefits.

Permanent part-time employees working 20 hours or more a week are eligible for this City-aid benefit.

4. **Life Insurance**

The City shall provide group life insurance coverage in the amount of \$30,000. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

5. **Disability Insurance**

The existing long-term disability insurance program for full-time employees shall include payment of sixty percent (60%) of the first \$5,000 of each employee's pre-disability earnings, reduced by deductible income, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

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

6. **Flexible Benefits Plan**

The Flexible Benefits Plan is available to all bargaining unit employees. The City administers the plan under the provisions of IRC Section 125, subject to any changes in Federal law and/or regulations that may occur.

Employees may use their own funds on a tax-free basis to participate in the Flexible Benefits Plan.

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

- a) Dependent Care Assistance Account
- b) Medical Expense Reimbursement Account
- c) Adoption Assistance Account
- d) Qualified Transportation Account
- e) Parking Benefit Account

**III B. LEAVES**

1. **Leaves of Absence**

1.1 The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.

1.2 No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:

- a) They make a written request of their department head stating the reasons;
- b) The department head recommends it;
- c) The Director of Human Resources Management recommends favorable action to the City Manager; and
- d) The City Manager approves it.

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

1.4 Failure on the part of an employee to report promptly at the expiration of their leave may be considered job abandonment which may cause automatic employment termination as provided by law. Article IV(B)(4) describes the absence without leave process.

1.5 An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date. This section does not apply to employees on family medical leave or workers compensation injury leave.

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

- Leave of Absence without Pay
- Leave of Absence with Pay using the employee's accrued leave
- Sick Leave
- Workers Compensation Leave
- Vacation Leave
- Military Leave
- Bereavement Leave
- Jury Duty
- Parental Leave
- Family & Medical Leave

1.7 The City Manager, upon recommendation of the department head and the Director of Human Resources Management, shall have the authority to grant leaves of absence with pay using the employee's accrued paid leave. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two calendar weeks, it shall require specific approval of the City Council.

## 2. **Bereavement Leave**

Only City employees working full-time and continuously in a regularly established City position and permanent part-time employees shall be eligible for the Bereavement leave provisions specified below.

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

In unusual cases, additional full-pay leave may be granted by the City Manager, provided that the eligible employee justifies the need in writing and the department head and

Director of Human Resources Management recommend approval.

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

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

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

### 3. **Sick Leave**

#### 3.1 Accrual Rate

Each eligible employee shall accrue sick leave credits at the rate of one (1) day per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

#### 3.2 Accrual Rate for Permanent Part-Time Employees.

Each permanent part-time employee who works at least 1,200 hours per calendar year shall be entitled to pro-rated sick leave based upon their date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40-hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.

A part-time worker who converts to full-time (without a break in service) carries forward any pro-rated sick leave they have accrued at the time of entry into full-time work.

#### 3.3 Payment for Unused Sick Leave.

Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Forms for determining employee option preferences are administered by the office of the Finance Director such that employees will make their preferences known by January 15; if payment is selected, such payment shall be made no later than the second payroll period in February of that calendar year. When an employee elects to receive payment in cash or vacation time, their sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be



eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

### 3.4 Conversion of Sick Leave to Pension Credits.

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

### 3.5 General Provisions.

Sick leave properly may be used for the following health purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.

### 3.6 Family Sick Leave.

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

A doctor's certificate indicating if an employee has a condition described in subsection "3.5" above must be furnished on the request of the City Manager or department head, or their designee, and at such time thereafter during the same sick leave as the City Manager or department head shall deem necessary. But in any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.

## 4. **Family and Medical Care Leave.**

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. Family and medical care leave entitles an employee to up to 12 weeks of continuation of health, dental and vision benefits in a 12-month period. Family and medical leave may be taken for any of the following reasons: the birth, adoption, or placement of a child for foster care in the employee's home; the serious illness of the employee; or the serious illness of a spouse, child, or parent.

The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

#### 4.1 Amount of leave.

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

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

#### 4.2 Use of other accrued leaves while on leave; if a member requests leave for their own serious health condition, the member must also exhaust sick leave concurrently with the leave.

#### 4.3 While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30-days' notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

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

### 5. Parental Leave

#### 5.1 California law affords natural mothers disabled by their pregnancy with unpaid leave time. The City Manager may extend this legally required leave of a natural mother disabled by her pregnancy for an additional two months with appropriate medical documentation. During this leave, the City will continue to pay the premium for her PERS medical plan. During this leave the employee shall be entitled to full access to long-term disability insurance, subject to the terms of the LTD policy.

#### 5.2 All fathers or adoptive parents shall be granted 30 days leave without pay commencing one week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's PERS medical plan.

#### 5.3 All parents granted a leave of absence as described in a. and b. above, shall receive one weeks' paid leave as part of their parental leave. Payment will be made upon the birth of a child, or upon taking custody of a child through adoption.

**6. Jury Duty**

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to fully paid leave during actual jury services. The following shall apply:

- 6.1 All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
- 6.2 Employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including workload, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.
- 6.3 Such leave may be based upon, but is not limited to, coroner's inquest, county superior court, and federal jury duty.
- 6.4 Employees shall pay immediately to the City such amounts of money as they receive as per diem but shall be entitled to keep such mileage payments as are made to them.
- 6.5 Each employee shall expeditiously report their probable absence for jury duty and must report promptly the termination of active jury service. Employees whose shifts and days off are other than day shift Monday through Friday, shall be temporarily assigned day shift Monday through Friday for the duration of jury duty. Employees will be expected to give two weeks or more notice of their call for jury duty and provide a copy of the jury summons.

**7. Military Leave**

Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves extended active duty in the military, the City will pay the difference between the employee's extended active duty pay and the employee's base pay for a period of up to twelve months.

An employee claiming reimbursement under this section must provide the City with a copy of their military orders and documentation of pay received from the military.

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

In the event of military leave longer than twelve months, an employee may use accrued vacation on a pro-rated basis to make up the difference between military pay and the employee's base pay.

No person shall be appointed permanently to a position from which another is on military leave. However, an employee appointed to fill a position of another employee on a military

leave absence may apply to another position in the same class if there is a vacancy.

**8. Vacation Leave**

8.1 An employee shall accrue vacation leave unless:

- a) An employee is employed on a part-time basis and worked less than 1,200 hours in the preceding calendar year.
- b) The employees who are employed on a seasonal basis or a temporary appointment.

**8.2 Full Time Employee Vacation Accrual Rate:**

Each full-time employee shall accrue vacation at the rates specified below beginning with the date of original appointment.

The authorized annual vacation leave for employees shall be:

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

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

- a) Each part-time employee and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment shall be entitled to pro-rated vacation leave based upon their date of employment, upon the number of calendar years in which service has been rendered, and upon the actual amount of time worked on the preceding calendar year; with the further provision that employees who work on a basic 40-hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work week per year shall be entitled to full vacation.
- b) A part-time worker who converts to full-time (without a break in service) would continue to accrue vacation at the same rate they have at the time of entry into full-time work. This accrual rate, and the date for increased allotment, are determined by the number of calendar years of vacation credit the employee has. Vacation accrual occurs only in those calendar years when an employee has worked 1,200 hours or more. These years of service do not have to be successive.

**8.4 Limitation on Vacation During First Year of Service.**

Each permanent employee must have served one (1) year continuously in order to be eligible to take vacation leave. However, an employee may use vacation after six months of continuous service if approved by the City.

**8.5 Other Limitations on Vacation Leave and Accumulation of Vacation Leave.**

- a) An employee shall cease accumulating vacation leave when she/he reaches a maximum amount as listed below.

| <u><b>YEARS OF SERVICE</b></u> | <u><b>MAXIMUM ACCRUAL</b></u> |
|--------------------------------|-------------------------------|
|--------------------------------|-------------------------------|

|       |                 |
|-------|-----------------|
| 1-3   | 20 working days |
| 4-14  | 30 working days |
| 15-22 | 40 working days |
| 23-29 | 50 working days |
| 30+   | 60 working days |

Permanent part-time employees' vacation limitation will be prorated based on the above schedule.

Employee vacation leave balances appear on each paycheck or are available in MUNIS.

- b) No employee shall take more than the equivalent of one (1) annual vacation period in any one calendar year, except when vacation has been deferred at the request or order of the department head and approved by the City Manager, in the best interests of the City government and the employee.
- c) Vacation which was deferred at the request or order of the department head and approved by the City Manager is excluded from the preceding provisions of this section. Requests for deferring vacation must be presented to the City Manager before October 30 of any calendar year.

**8.6 Time at Which Vacation Leave Shall be Taken.**

The times at which an employee shall take their vacation leave during the calendar year shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. Employees must request advance approval for vacation leave at least 48 hours in advance of the proposed date. A supervisor/manager shall approve or deny an employee's vacation use request within five workdays of actual receipt of the employee's written vacation request. Failure to respond within five working days is inappropriate but does not render the vacation request automatically approved.

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

**8.7 Effects of Holidays and Vacation Leave.**

In the event one or more City holidays fall within a vacation leave, such holidays shall not be charged as vacation leave.

**8.8 Effect of Extended Military Leave on Vacation Leave.**

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

**8.9 Vacation Amounts at Termination of Active Employment.**

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

**8.10 Vacation Sell-Back**

Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to five (5) workdays (based on your regularly scheduled work week) of accumulated vacation time. Payment of sold vacation time will be made on the second payroll in December. Eligible employees must exercise this option on forms provided by the City no later than October 1 preceding that calendar years payout.

**8.11 Vacation Usage.**

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

**9. Injury Leave Payments**

9.1 Any City employee, who is medically certified to be temporarily disabled because of bodily injury or illness arising out of and in the course of employment shall be paid their full salary up to a maximum of 26 weeks per injury/illness from the date that they are unable to work (and no more than 39 weeks in any two-year period regardless of the number of injuries/illnesses) subject, however, to the following conditions:

9.2 If any employee exhausts their 39 weeks of full pay as described above, and continues to be temporarily disabled, they will be paid the appropriate temporary disability as prescribed by the Workers Compensation code up to the maximum permitted.

9.3 When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. The City will consider providing an accommodation consistent with federal, state, and local law, provided the accommodation is medically necessary, reasonable, feasible, and likely to enable the employee to perform the essential functions of their position, and so long as it does not impose an undue hardship on the City of Richmond. This may include leave or other accommodations which might enable the employee to perform the essential functions of their position. During the time the employee is entitled to receive total temporary disability compensation payments, the City's liability is in accordance with the law but will not be greater than regular salary.

9.4 In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability

payments or salary continuation. The employee may appeal this decision to the Worker's Compensation Appeals Board.

- 9.5 When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that they are a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of their position, the employee has the option to immediately apply for a disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels their rights are being violated due to their disability may file an internal complaint through the Human Resources Management Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.
- 9.6 An employee absent on injury leave who is medically certified able to return to full duties shall return to work on the return-to-work date. Failure to do so may subject the employee to discipline.
- 9.7 During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. They may, with the approval of the Department Head, use vacation time, if needed.
- 9.8 A permanent employee absent from duty on paid injury leave under this Section 9 shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave. This does not apply if an employee is no longer on salary continuation (off payroll) receiving temporary disability benefits.
- A probationary employee will have their probationary period extended the same amount of time they are off work due to injury leave.
- 9.9 An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of their position will continue to receive Worker's Compensation benefits provided by law, if applicable.
- 9.10 In the event that an employee's injury or illness results from the carelessness or negligence of a third party, the City of Richmond will have the right of subrogation for reimbursement of salary and benefits paid by the City under the Self Insurance Program.
- 9.11 An employee may be seen by a doctor of their choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources Management prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

10. **Court Appearances**

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

Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time. However, an employee who witnesses or is the victim of a crime at work during work hours may testify under subpoena in a resulting criminal prosecution without loss of pay.

**III C. HOLIDAYS**

1. All regular, full-time classified employees shall have the following paid holidays:

|                                  |                                                      |
|----------------------------------|------------------------------------------------------|
| Independence Day                 | July 4                                               |
| Labor Day                        | First Monday in September                            |
| Admission Day                    | September 9                                          |
| Columbus Day                     | Second Monday in October                             |
| Veteran's Day                    | November 11                                          |
| Thanksgiving Holidays            | Fourth Thursday in November and the following Friday |
| Christmas Day                    | December 25                                          |
| New Year's Day                   | January 1                                            |
| Martin Luther King Jr's Birthday | Third Monday in January                              |
| President's Day                  | Third Monday in February                             |
| Memorial Day                     | Last Monday in May                                   |

2. In addition to the holidays listed in the preceding paragraph, each employee shall be granted six (6) days and two (2) hours paid "floating holiday" time per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. With the exception of the two-hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.
3. It is understood that one of these floating holidays has been created in recognition of Caesar Chavez Birthday and in the event that day becomes generally observed as a fixed holiday, the Parties agree to convert one floating holiday to that fixed holiday.
4. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off with pay when they request it and staffing permits. When staffing does not permit, the employee shall receive an additional day of pay.



5. Employees who work more than one shift on a holiday shall only receive credit for one holiday but shall receive time and one half for all hours worked. For purposes of determining whether hours worked are on a holiday, a holiday is the 24-hour period of the day listed in Article 3(C)(1) above, starting at 0000 hours and ending at 2400 hours.
6. All permanent part time employees shall receive holiday pay only if the holiday falls on their regularly scheduled workday.

### III D. ALLOWANCES

#### 1. **Meal Allowance**

A nine dollar and seventy-five cents (\$9.75) meal allowance shall be afforded each employee, who is otherwise eligible to be compensated for overtime for each four (4) hour period of overtime they work beyond their normal work shift on a regularly scheduled workday. Such meal allowance shall also be allowed for each employee who works more than four (4) hours of unscheduled overtime on any of their normal days off.

For the purpose of this section "overtime" is considered to be unscheduled unless the request for such overtime is made more than eight (8) hours before the beginning of such overtime and does not involve calling an employee on their regular days off.

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

#### 2. **Personal/Professional Development**

Upon the submission of appropriate documentation and approval by the City, employees represented by the Union shall be eligible to receive up to \$750 per calendar year for personal and professional development, or purchase of computer hardware or software, or items directly related to a regular, continuous physical fitness program (no clothing), for example, fitness center dues or exercise equipment.

#### 3. **Tuition Reimbursement**

The City agrees to increase the maximum allowable reimbursement under the provisions of General Order No. 2 to \$800.00 per fiscal year.

#### 4. **Safety Footwear**

City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety footwear in the performance of their duties. Parties further agree that a receipt must accompany requests for such reimbursement. Employees to whom the City provides safety footwear reimbursement, shall be required to wear them in the course of their work. (Attachment E)

5. **Certifications and Licenses**

The City shall pay the cost of any certificates required by the California Water Resources Control Board and the Building Inspectors' certifications as listed in Attachment D. The City shall also pay for any certificates regarding pesticides required for employees in the Gardener series.

The City will reimburse Building Inspectors and Code Enforcement Inspectors for the cost of required certifications listed in Attachment D.

The City will pay for classes required to obtain; 1) Class A or B licenses; 2) classes needed to meet subsequent changes in the law that require additional certifications and/or licenses.

If the City requires that an employee obtain a certification or license that is not a minimum qualification for a position, the City and the Union will meet and confer to discuss an appropriate level of compensation for the completion of the certification or license.

The City will not pay a premium pay for a certification or license that is a minimum qualification of a position. For example, it is a minimum qualification of the Maintenance Worker II to possess and maintain a class A Driver's License, and it is a minimum qualification for an Equipment Operator to possess and maintain a class A or B Driver's License (depending on assignment). In these examples, the City will not pay a premium pay as the possession and maintaining of those licenses is a minimum qualification of the classifications. Without the licenses in these two examples, the employee(s) would not meet the minimum qualification of their positions and would be unable to qualify for those positions.

6. **Uniforms**

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

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

Police Clerks, Communication Dispatcher, Code Enforcement Officers and Jailers shall receive a \$600 annual uniform allowance and shall elect by December 1 of each year whether to receive the reimbursement semiannually or monthly. Semiannual

reimbursement will be paid in two equal installments with the second paycheck in June and the second paycheck in December; monthly reimbursement will be paid in twelve equal installments with the second paycheck in each month.

7. **Tools**

The City will furnish the necessary tools for each crafts position.

8. **Rain Gear**

Rain gear consisting of rain suit (pants, jacket, head gear, and rubber boots) shall be provided to those Public Works Department employees and Police Assistants who are required to perform outside work during inclement weather. The rain gear shall remain the property of the City.

Rain gear shall be provided for employees in the class of Bookmobile Driver/Library Assistant.

### **III E. PART-TIME PROVISIONS**

Employees appointed to any of the classes referred to herein and employed or working on a part-time basis shall be paid in proportion to the time worked.

For the purpose of calculating sick leave and vacation leave accruals for part-time personnel, any time compensated as sick leave or vacation leave shall be considered as time worked. Less than full time employees shall advance to higher levels of leave accrual rates when their cumulative time worked, during years that qualify for the accrual of leave benefits, equals the time required for full time employees to advance to higher accrual rates.

Vacation Leave and Sick Leave for employees who work half-time or more shall be set forth in appropriate sections of this agreement.

Effective January 1, 1976, part-time employees in the General Employee Bargaining Unit will be allowed to carry over earned but unused sick leave and vacation credits from year to year.

Permanent part-time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.

Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the amount described in Article III, Section A(1.4)(a).

Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.

Permanent part-time employees are eligible to participate in vision, life insurance and LTD programs if plans allow.

### **III F. RETIREMENT**

Full and part-time Classic employees as defined by CalPERS who are covered by this MOU receive a 2.7% at age 55 retirement pension calculated based on one year's final compensation. Classic employees pay 8% of pensionable compensation to CalPERS as their employee pension contribution. Employees make this payment on a pre-tax basis pursuant to Internal Revenue Code Section 414 (h)(2) to the extent allowed by law.

New employees as defined by CalPERS receive a 2% at age 62 retirement pension calculated based on three years average compensation. New employees pay 50% of the normal cost of their pension (currently 6.25% but subject to change by CalPERS) to CalPERS as their employee pension contribution. Employees make this payment on a pre-tax basis pursuant to Internal Revenue Code Section 414 (h)(2) to the extent allowed by law.

## **ARTICLE IV - WORKING CONDITIONS**

### **IV A. BULLETIN BOARDS**

The City agrees to designate bulletin board space on existing bulletin boards for the sole use of Local 1021. The parties agree to mutually explore and review such areas where insufficient bulletin boards exist and the City shall install same.

### **IV B. HOURS OF WORK, MEAL PERIODS AND REST PERIODS**

1. **Departmental Working Hours:**

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

2. **Definitions of Certain Work Units:**

To assist in the orderly administration of the City Government, the following definitions shall be used:

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

The normal workday for all regular, full-time employees shall be one fifth of the work week as established for the classification or department, unless amended through an agreement between the City and the Union.

The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, workdays which are different from those herein defined.

3. **Length of Work Week:**

City employees generally shall have the following work weeks:

General government employees at the Civic Center and other City offices, 37.5 hours.

All other employees covered by this MOU, 40 hours.

4. **Attendance:**

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

Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days will be deemed job abandonment resulting in the employee's automatic resignation from City service, as of the last date on which the employee worked. For purposes of this section, "absence without leave" is defined as any absence that is not expressly authorized by either an employee's direct supervisor or the City Manager. An employee's merely providing notice of an absence and the reasons therefore, whether in writing, via telephone or voicemail or otherwise, shall not be sufficient to avoid the operation of this section.

This section shall not apply to instances where employees take reasonable time off during working hours for the purpose of meeting with City representatives regarding grievances arising over the interpretation or enforcement of any term or condition of employment where such time off is authorized by any applicable Memorandum of Understanding and the time off has been scheduled in advance with the supervisor so as not to interfere with workload and job requirements as determined by the department head or division head. At the time of an employee's job abandonment, the City shall notify the employee in writing of their automatic resignation, stating the reason(s) therefore and providing copies of any documentation relied upon in support of the automatic resignation. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. The employee may within fifteen (15) days of receiving notice of their automatic resignation file a request for reinstatement with the Human Resources Management Director, setting forth an explanation as to the cause of their absence. After reviewing the employee's response to the notice of proposed automatic resignation, the Human Resources Management Director may in their discretion reinstate the employee based upon the response provided by the employee, or alternatively, he or she may affirm the operation of the automatic resignation as set forth in the original notice.

5. Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift and another fifteen (15) minute rest period during the second half of the work shift. If working conditions prevent Communications Dispatchers from taking their breaks at the appropriate time, Communications Dispatchers shall be provided breaks at the earliest available opportunity.

At each department head's option, lunch breaks may be scheduled for various lengths of time ranging from one-half (1/2) to one (1) hour in length.

#### **IV C. SHIFT CHANGES**

1. City agrees to restrict shift or schedule changes made with less than one (1) week's notice to emergency situations only.
2. All employees will normally be scheduled to have at least eight (8) hours off between work shifts. Where an employee is not provided an eight (8) hour break between shifts, they will be compensated at the overtime rate for those hours worked during the eight (8) hour period which the employee would normally be off work.

#### **IV D. SAFETY COMMITTEE**

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

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

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

#### **IV E. MEETINGS WITH SUPERVISORS**

When an employee is required to attend a meeting with one or more supervisors which may result in discipline, the employee's "Weingarten Rights" (see attachment C) shall be honored. The employee shall have the right to have at least one representative.

An employee may not insist on bringing a representative to a meeting with supervisory personnel when they have been told that the meeting is not of a disciplinary nature.

#### **IV F. EMPLOYEE ASSISTANCE PROGRAM**

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

3. **Eligibility:**

The EAP is available to all bargaining unit employees and their families.

4. **Referrals:**

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

5. **Confidentiality:**

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

6. **Job Security:**

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

7. **Report and Evaluation:**

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

8. **Contractual Rights and Obligations:**

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

#### **IV G. OCCUPATIONAL HEALTH, SAFETY AND WELLNESS PROGRAMS**

1. **Safety Training:**

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

2. **Smoking Cessation:**

The City will offer smoking cessation programs at no cost to employees. If the program is unsuccessful for an employee, subsequent courses will be at the employee's own expense.

3. **Light Duty Program:**

Injured employees who are unable to work at their regular job may be referred to a "work hardening center" for evaluation of their disability and their abilities. With medical approval, injured employees may return to a different position with no loss of pay or benefits if the City determines that a light duty position can be temporarily created.

4. **Stress Reduction:**

The City will make stress reduction programs available to all employees.

**ARTICLE V - PERSONNEL PROVISIONS**

**V A. LAYOFF**

1. The City Manager may layoff an employee from the classified service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.
2. At least thirty (30) DAYS prior to the effective day of a proposed layoff, the department head shall notify the Personnel Director of the proposed action with the reasons therefore and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. A copy of such notice shall be given the employee affected, the Chapter President, and the Union Field Representative.
3. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served on the established date for the layoff to become effective. This will permit layoff to the next lower class provided the total City seniority both as a full-time permanent employee and/or as a permanent part-time employee exceeds the total seniority of at least one (1) employee in the next lower class. Layoff to the same or a lower class shall occur City-wide, enabling employees to move within other departments. Transfers to comparable classes may occur as determined by the Director of Human Resources Management after meeting and conferring with the Union. Permanent part-time employees will earn seniority on an hour for hour basis.
4. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.
5. The names of probationary employees and employees with permanent status who are laid off shall be placed on appropriate re-employment lists in the order of total cumulative time served in the Classified Service of the City. Total cumulative time in such cases shall include time served on military leave of absence from the Classified Service.



6. **Job sharing:** In an effort to avoid layoffs, the City and the Union may explore the use of job sharing or voluntary reduced work hours.

## **V B. PROBATIONARY PERIOD**

1. **Purpose of the Probationary Period.**

The probationary period is a basic part of the employee selection process and shall be used for close observation of the employee's work and conduct, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.

2. **Length of Probationary Period.**

All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. A one-year probationary period shall be served by all those individuals initially appointed to the classified service. Individuals appointed to the classification of Communications Dispatchers will serve an eighteen (18) month probationary period. The department head may request that a probationer may be granted their earned permanent status in less than one-year (eighteen (18) months for Communications Dispatchers). Any time served as a temporary, seasonal or contract employee in the same job classification shall be applied to the original permanent probationary period up to a maximum of six months. The City shall advance each of said employees to the next salary step following successful completion of said probationary period providing the employee has performed meritoriously. Release of probationary employees is not subject to the grievance procedure.

When a permanent employee is appointed from a promotional list of eligibles, the appointee shall serve a six-month probationary period.

When a permanent employee is promoted to a classification in which a license or certificate of proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification. These classifications include, but are not limited to, Building Inspector II and III; Gardener; Sr. Treatment Plant Operator and Treatment Plant Operator. Classifications may be added or deleted to meet the needs of the City.

The City may extend a probationary period one time for no more than six months. The Union may request that the City extend a probationary period one time for no more than six months. The Union may not grieve the City's response to a Union probationary extension request.

The Union will be notified if a probationary period is extended. The City will provide the Union with copies of any documents describing the basis for the extension of the probation if the impacted employee provides Human Resources written authorization to do so. If the employee passes the extended probation, the employee's step increase will take effect retroactive back to the end of the employee's original probationary period.

3. **Rejection During Probationary Period.**

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

4. **Rejection of Probationer Following Promotion.**

Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which they were appointed unless charges are filed and they are discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

5. **Probationary Performance Reports.**

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

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

6. **Effects of Leaves of Absence on Probationary Period.**

The probationary period of a given employee shall be extended by the time equal to the time they have been on leave of absence other than sick leave, vacation, or holiday leave during their probationary period.

**V C. REINSTATEMENT**

1. An employee who has resigned with a good record as has been determined by the department head at the time of resignation upon the prescribed form, or who has been laid off, may be reinstated within three (3) years to their former position, if vacant, or to a vacant position in the same or comparable class, or to a lower class in the same class series, in the absence of a re-employment list or appropriate promotional eligible list.
2. Reinstatement is not a right which an employee may exercise at their option, but rather a means by which a department head may bring back an employee who has rendered fit and efficient service.
3. An ex-employee who is reinstated is not entitled to sick leave for prior service.
4. If there is a question of physical or mental ability or of knowledge and skills, proper examinations may be required by the Human Resources Management before an

ex-employee can be reinstated. A medical examination may be required.

#### **V D. RESIGNATION**

1. An employee wishing to leave the Classified Service in good standing shall file with their supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning. The resignation shall be forwarded to the Director of Human Resources Management with a statement by the department head evaluating the services of the employee.
2. Failure to comply with this section shall be entered on the employee's service record and may be cause for denying future employment with the City.

#### **V E. SEVERANCE PAY**

A permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of ten (10) days (pro-rated if permanent part-time) of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently re-employed by the City shall only be entitled to receive severance pay for those workdays during which the individual was not in an employment status.

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

#### **V F. REASSIGNMENT**

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

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

#### **V G. TRANSFER**

1. All vacancies shall be posted on appropriate bulletin boards so that present City employees may request transfer.
2. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Management Department.

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

#### **V H. ORAL INTERVIEWS - UNION OBSERVER**

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

#### **V I. PAY DAYS**

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

#### **V J. SEWER MAINTENANCE TITLES**

1. Community and Cultural Services Department employees covered by this Memorandum of Understanding and assigned to the Sewer Crew shall receive a five percent differential above their base salary.
2. Workers assigned to the Sewer Crew shall be classified as Sewer Maintenance Worker, Sewer Maintenance Operator or Sewer Maintenance Leadworker.
3. This titling shall not effect either the requirements or method of selection for the positions involved nor shall it prevent an employee from returning to a position outside the Sewer Maintenance Section.

#### **V K. ACTION FORMS**

Employees will receive a copy of any Personnel Action Form which increases salaries as a result of within-range step increase, merit increase, promotion, or work in a higher classification.

#### **V L. PERSONNEL FILES**

1. Employees may inspect their personnel files in the central Human Resources Management Department or their department.
2. An employee will be given a copy of any derogatory information placed in the personnel file of the central Human Resources Management Department or their department.
3. Any derogatory information placed in the department personnel file must be placed in the central personnel file within fifteen (15) days.

## **V M. EXAMINATION ANNOUNCEMENTS**

The City will distribute copies of all examination announcements to all City departments, including major divisions within departments as well as the business agent for Local 1021 and one City union official designated by Local 1021.

## **V N. NEPOTISM**

### **1. General Policy**

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

### **2. Employee Marriages**

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

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

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

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

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

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

## **V O. UTILIZING THE LEAP PROGRAM**

Employees who are students of the City's "LEAP" program may receive up to four hours a month of release time to attend LEAP training during the employee's normal working day. The release time must be matched on an hour for hour basis by the employee participating in LEAP on their own time. For instance, if an employee participated in LEAP training for two hours on weekends or evenings, they could participate for an additional two hours during normal working hours.

## **V P. FLEXIBLY STAFFED POSITIONS**

The City and Union agree to meet to discuss the current problem of employees in flexibly staffed positions working in a higher classification without compensation. The City and Union will meet to identify the relevant classifications and develop a process to address the issue.

## **ARTICLE VI - GRIEVANCE AND APPEAL**

### **VI A. GRIEVANCE DEFINITION AND PROCEDURE**

This article establishes a procedure to hear and resolve grievances concerning issues subject to the procedure.

A grievance is an allegation by the Union or one or more employees that the City has violated the Memorandum of Understanding (MOU) concerning the interpretation, enforcement, or application of a specific provision of this MOU.

1. **Time Limits:** The employee and/or the Union must initiate a grievance within fourteen (14) calendar days (all time limits in this section use “days” to mean “calendar days”) of the occurrence of the dispute or fourteen (14) days from such time as the employee could have been aware of the problem. At each grievance procedure step, the City representatives shall have fourteen (14) days to respond to the grievance. The Union or employee shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. The time limits of the grievance procedure (including those for meetings) may be extended by mutual agreement of the parties. Failure of the Union or employee to act within the specified time limits, unless mutually extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless mutually extended, shall cause the grievance to be moved to the next higher step. Furthermore, by mutual agreement in writing, the parties may bypass meetings or steps set forth in this process.
2. **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Complaints involving or concerning the payment of compensation are subject to this grievance procedure only if they conform to the definition of “grievance” stated above. 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. No adjustment shall be retroactive for more than three

(3) years from the date upon which the grievance was filed.

3. **Procedure:**

**Step 1: Immediate Supervisor.**

An employee (or Union) who believes that they have a grievance shall discuss their complaint with their immediate supervisor (or such management official designated by the department head). This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management employee will have fourteen (14) days from the date of the informal discussion to respond to the filer of the grievance. If an agreement is reached to resolve the issue, the immediate supervisor/management employee will confirm the outcome in writing.

**Step 2: Department Director.**

If the parties do not resolve the grievance at Step 1, the Union or employee shall submit the grievance in writing to the employee's department director or designee. The department director or designee will meet with the grievant within fourteen (14) days of having received the grievance and shall reply within ten (10) days following said meeting.

**Step 3: Director of Human Resources.**

If the parties do not resolve the grievance at Step 2, the Union or employee shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources will meet with the grievant within fourteen (14) days of having received the grievance and shall reply within ten (10) days following said meeting.

**Step 4: Mediation.**

If the parties are unable to reach a mutually satisfactory accord on any grievance, the parties shall have fourteen (14) days to decide, by mutual agreement, to submit the dispute to mediation. Unless there is mutual agreement to mediate, the grievance shall move to Step 5. The mediation will be convened within forty-five (45) days of receipt of the timely request for mediation. The mediator will either be a mediator from the State Mediation and Conciliation Services or a mediator mutually agreeable to the City and the Union.

If a State mediator is not timely available and the parties are unable to mutually agree on a mediator, the parties shall request a list of seven (7) mediators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union, if the "winner" or the City if the Union is not the "winner," shall strike the first name and the parties alternatively strike mediator names from the list until one name remains. That remaining name shall be the assigned mediator unless the mediator is unavailable during the next forty-five (45) days and then the second to last name shall remain. (The process of moving up the names if the mediator is unavailable during the next forty-five (45) days shall continue until a mediator is timely available.) Any fees and expenses of the mediator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

**Step 5: Arbitration.**

If the matter still remains unresolved, the Union may request arbitration.

An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union, if the “winner” or the City if the Union is not the “winner,” shall strike the first name and the parties alternatively strike arbitrator names from the list until one name remains. The parties shall select an arbitrator within ten (10) days of the Parties’ receipt of the list of arbitrators from the State Mediation and Conciliation Service. Any fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The arbitrator’s decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this MOU. Copies of the decision will be furnished to both parties.

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit the decision to the scope, application, and interpretation of the provisions of this MOU and may issue no decision that would require either party to violate existing law.

## **VI B. DISCIPLINE**

1. **Written Reprimand.** Written reprimands may be appealed to the employee’s department director within fourteen (14) days following receipt of the reprimand. The department director’s response to the appeal shall be final. The employee and/or the Union may submit a statement of rebuttal within ten (10) days of the employee’s receipt of the reprimand which shall be maintained with the reprimand in the employee’s file for so long as the reprimand remains.
2. **Disciplinary Action (Demotion, Unpaid Suspension, Dismissal, Reduction in Pay).**
  - 2.1 The City shall issue a written Notice of Intent to Discipline to the employee. The written notice shall include:
    - a) a description of the proposed action and its effective date(s);
    - b) a clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
    - c) a statement advising the employee has the right to respond, either verbally or in writing, to the proposed disciplinary action and the employee’s written response or employee’s request to present a verbal response must be made within fourteen (14) days of the written notice;
    - d) a statement advising the employee that an untimely response constitutes a waiver of the right to respond; and
    - e) a statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.



2.2 If the employee elects to respond in person, a meeting will be scheduled with the “Skelly Officer” at which time the employee will be given the opportunity to respond to the proposed action. The employee is entitled to be represented by a person of their choosing at the meeting. The Skelly meeting ensures that the employee has been informed of the allegation(s) through a notice of intended disciplinary action, has received (or had the opportunity to receive) the materials upon which the proposed disciplinary action is based, has the opportunity to refute the allegations, and has an opportunity to mitigate the allegations or rehabilitate their standing with the City prior to the imposition of any actual disciplinary action. The function of the Skelly Officer is to provide an objective review of the proposed discipline and the employee’s response. The Human Resources Director or designee shall select a Skelly Officer who is not in the same department as the employee receiving discipline. Furthermore, the Skelly Officer shall not be a participant in the disciplinary action or a witness to event(s) giving rise to the disciplinary action. The Skelly Officer makes a recommendation to the department director as to whether the disciplinary action should be sustained, modified in some way, or revoked.

2.3 After receiving the recommendation from the Skelly Officer following the Skelly meeting, or if the employee elects to respond in writing, does not respond in writing, or is untimely in responding in writing (or requesting to respond orally), then the City shall issue a Notice of Discipline or a notice rescinding the notice of intent to discipline.

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

3. **Post-Discipline Appeal Procedure for Disciplinary Actions Other than Reprimand.**

An employee may within fourteen (14) days appeal the Notice of Discipline as follows:

Personnel Board. A disciplinary action appeal to the Personnel Board shall be under Personnel Rule IX (Appeals-Hearings) as existing as of July 1, 2021, or under applicable Personnel Rules as amended from time-to-time. Any action by the Personnel Board is advisory to the City Manager. The City Manager or designee will then issue a final decision within fourteen (14) days of receiving the recommendation and may, but is not required, to accept the Personnel Board’s recommendation. In the event the City Manager/designee does not accept the Personnel Board’s recommendation, then the Personnel Board may submit, within fourteen (14) days of the City Manager’s decision a recommendation to the City Council for the Council’s review and the City Council shall take action as described in Personnel Rule IX (Appeal-Hearings) Section 5 as existing as of July 1, 2021, or as may be amended from time-to-time.

OR

**Arbitration.** The Union may request arbitration in lieu of a presentation to the Personnel Board. An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin, the Union shall strike first if the coin lands heads-up and the City shall strike first if the coin lands tails-up. Thereafter, the parties shall alternatively strike arbitrator names from the list until one name remains. Any fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

The arbitrator shall have access to all written statements and documents relevant to the discipline appeal. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this MOU. Copies of the decision will be furnished to both parties.

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit the decision to the scope, application and interpretation of the provisions of this MOU and may issue no decision that would require either party to violate existing law.

## **ARTICLE VII - RESOLUTION**

### **VII A. TERM OF AGREEMENT**

This Memorandum of Understanding shall be in full force commencing July 1, 2021 and ending June 30, 2025.

### **VII B. CONTRACTING OUT/TEMPORARY EMPLOYEES**

1. The City will notify the Union at least forty-five (45) days in advance of any action taken by the City to contract or subcontract work customarily performed by the members of the General Employee Bargaining Unit, and the Union shall be provided an opportunity to discuss with the City any effect of such contracting or subcontracting upon the members of the bargaining unit.
2. The City shall not, during the term of this MOU, contract out any work in the areas of (1) street sweeping, (2) parks and recreation centers, or (3) libraries. Further, the City certifies that as of the effective date of this Agreement it has no intent to contract out any further work in the areas of street maintenance or "signs and lines."
3. Any seasonal, contract, and/or temporary employee performing work customarily performed by members of the bargaining unit (defined for purposes of identification as employees hired in any of the classes represented herein) shall not be employed for more than 180 days in any 12-month period without a specific extension signed by the Parties hereto. The City will provide formal notification to the employee of their starting and

ending employment dates. When competent medical authority (i.e., physician or psychologist) states that an employee will be unavailable to return to work within the 180 days specified above, that position may continue to be filled by a temporary employee up to a maximum of 270 days.

4. The City shall provide the Union a list of all temporary and grant workers on the first working day of each month.
5. Grant employees: Grant appointments (full-time or part-time) in classifications covered by this contract, hired specifically for projects that are exclusively funded by limited term grant funds shall be called "Grant Appointments". If and when the City chooses to create any such positions, the City and Union will meet and confer prior to the positions being filled.

Persons applying for grant positions must pass minimum standards for the classification applicable.

These employees will pay union dues and be eligible for all the benefits employees covered by this agreement receive with the exception of seniority. Upon termination of the grant the employee's service will be terminated without the opportunity to utilize the layoff and bumping procedures.

In the event that a grant is extended beyond its original term or one year, whichever is shorter, the City will meet and confer with the Union regarding incorporating the employee into regular status with the City or granting a one-time extension of the appointment.

## **VII C. AGREEMENTS FURNISHED**

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

## **VII D. CONTINUATION OF BENEFITS**

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

## **VII E. FULL UNDERSTANDING**

The parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to June 30, 2025; However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The Parties further agree that commencing in August, 2021, they shall update any or all provisions of the MOU on a

“meet and agree” basis to update the agreement, remove out-of-date content, improve its reading comprehension or make any other mutually agreed-upon changes to the MOU.

#### **VII F. SEVERABILITY OF PROVISIONS**

In the event one or more provisions of this Memorandum of Understanding are declared by a Court or administrative body of competent jurisdiction to be illegal or unenforceable, such findings shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

#### **VII G. RETROACTIVITY**

City agrees that any retroactivity involved in the final disposition of this Memorandum of Understanding shall apply to base salary, overtime, acting pay, and other forms of compensation unless otherwise stated herein.

#### **VII H. NO STRIKE/NO LOCKOUT PROVISION**

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

#### **VII I. UNION BUG**

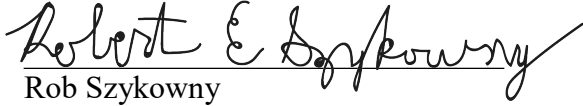
City forms printed in the City of Richmond duplicating shop shall have a Local 1021 "bug" on them. The parties will agree to the size of the union bug. No additional operational practices or salaries will be required by the City as a result of this section.

#### **VII J. LABOR/MANAGEMENT ORGANIZATIONAL DISCUSSIONS**

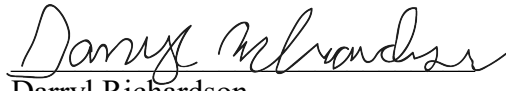
The City and the Union agree to hold quarterly Labor/Management Organizational Discussions to address common goals of increasing long-term institutionalized cost savings, maximizing the service provided to Richmond residents, limiting the need for future layoffs, and ensuring compliance with the terms of the 2003 mediated layoff grievance settlement. In addition, the City and the Union will use an outside facilitator from either the State or Federal Mediation Services to assist in arranging and holding such meetings.

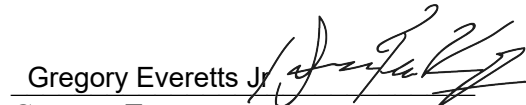
Local 1021  
Memorandum of Understanding

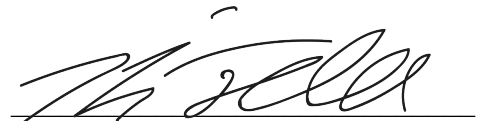
For the Union:

  
Rob Szykowny  
Chief Negotiator  
SEIU Local 1021

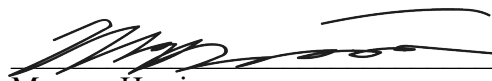
  
Yen Do  
Field Representative  
SEIU Local 1021

  
Darryl Richardson  
Field Representative  
SEIU Local 1021

  
Gregory Everetts Jr.  
Gregory Everetts  
President  
Richmond Chapter, SEIU Local 1021

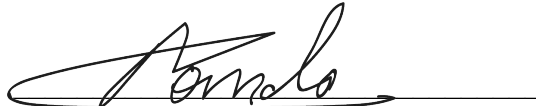
  
Kevin Tisdell  
Vice-President  
Richmond Chapter, SEIU Local 1021

  
Cheryl Cardenas  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

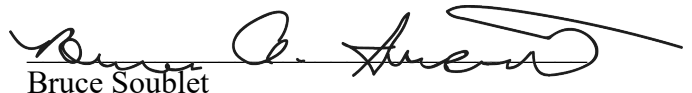
  
Monroe Harrison  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

For the City:

  
Jack Hughes  
Chief Negotiator  
City of Richmond

  
Anil Comelo  
Interim Deputy City Manager  
City of Richmond

  
Marc Fox  
Interim Human Resources Director  
City of Richmond

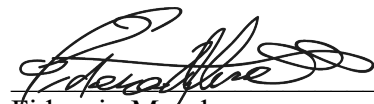
  
Bruce Soublet  
Senior Assistant City Attorney  
City of Richmond

  
Sharrone Taylor  
Principal Personnel Analyst  
City of Richmond

Local 1021  
Memorandum of Understanding

  
Amanda LeGaux  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

  
Brenda McNeil  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

  
Fidencio Morales  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

  
Rosanne Ryken  
Bargaining Team Member  
Richmond Chapter, SEIU Local 1021

  
David Canham  
Executive Director  
SEIU Local 1021

## **ATTACHMENT A – CLASSIFICATIONS**

**City of Richmond**  
**SEIU Local 1021 Full - Time General Employees**  
**Effective July 1, 2015**

| <b>Job Class Title</b>                 | <b>Range</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|----------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Accountant I                           | 43H          | \$ 5,148      | \$ 5,375      | \$ 5,614      | \$ 5,873      | \$ 6,145      |
| Accountant II                          | 52D          | \$ 6,182      | \$ 6,478      | \$ 6,804      | \$ 7,134      | \$ 7,483      |
| Accounting Assistant I                 | 12           | \$ 3,612      | \$ 3,793      | \$ 3,983      | \$ 4,183      | \$ 4,391      |
| Accounting Assistant II                | 30           | \$ 4,036      | \$ 4,238      | \$ 4,451      | \$ 4,674      | \$ 4,909      |
| Administrative Aide                    | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |
| Administrative Secretary               | 38C          | \$ 4,806      | \$ 5,047      | \$ 5,300      | \$ 5,566      | \$ 5,845      |
| Administrative Technician              | 42A          | \$ 4,727      | \$ 4,940      | \$ 5,159      | \$ 5,377      | \$ 5,577      |
| Administrative Trainee                 | 32           | \$ 3,685      | \$ 3,829      | \$ 3,983      | \$ 4,151      | \$ 4,325      |
| Aquatic Specialist                     | 8            | \$ 3,455      | \$ 3,625      | \$ 3,806      | \$ 3,998      | \$ 4,197      |
| Assistant Police Property Tech         | 34           | \$ 4,331      | \$ 4,492      | \$ 4,657      | \$ 4,831      | \$ 5,032      |
| Assisted Housing Prog Insp I           | 44           | \$ 5,110      | \$ 5,336      | \$ 5,558      | \$ 5,824      | \$ 6,088      |
| Assisted Housing Prog Insp II          | 46B          | \$ 5,543      | \$ 5,775      | \$ 6,047      | \$ 6,328      | \$ 6,628      |
| Audit Assistant I                      | 12           | \$ 3,612      | \$ 3,793      | \$ 3,983      | \$ 4,183      | \$ 4,391      |
| Audit Assistant II                     | 30           | \$ 4,036      | \$ 4,238      | \$ 4,451      | \$ 4,674      | \$ 4,909      |
| Auditorium Leadworker                  | 134          | \$ 5,115      | \$ 5,360      | \$ 5,602      |               |               |
| Auditorium Worker                      | 129A         | \$ 4,595      | \$ 4,800      | \$ 5,013      |               |               |
| Automotive Body Mechanic               | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Bookmobile Driver/Library Asst         | 32B          | \$ 4,159      | \$ 4,321      | \$ 4,496      | \$ 4,687      | \$ 4,878      |
| Building Inspector                     | 52B          | \$ 6,065      | \$ 6,360      | \$ 6,680      | \$ 7,006      | \$ 7,347      |
| Building Trade Worker I                | 51A          | \$ 4,956      | \$ 5,196      | \$ 5,456      |               |               |
| Building Trade Worker II               | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Building Trade Worker III              | 141          | \$ 6,139      | \$ 6,443      | \$ 6,739      |               |               |
| Business License Field Investigator    | 34           | \$ 4,331      | \$ 4,492      | \$ 4,657      | \$ 4,831      | \$ 5,032      |
| Business License Specialist            | 126          | \$ 4,868      | \$ 5,085      | \$ 5,310      | \$ 5,532      | \$ 5,798      |
| Buyer I                                | 43H          | \$ 5,148      | \$ 5,375      | \$ 5,614      | \$ 5,873      | \$ 6,145      |
| Buyer II                               | 52D          | \$ 6,182      | \$ 6,478      | \$ 6,804      | \$ 7,134      | \$ 7,483      |
| Cable TV Engineering Support Assistant | 545A         | \$ 3,538      | \$ 3,715      | \$ 3,904      | \$ 4,098      | \$ 4,304      |
| Cable TV Production Support Assistant  | 545          | \$ 3,205      | \$ 3,371      | \$ 3,538      | \$ 3,715      | \$ 3,912      |
| Carpenter                              | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      | \$ -          | \$ -          |
| Chief Of Party                         | 52A          | \$ 5,770      | \$ 6,049      | \$ 6,351      | \$ 6,661      | \$ 6,987      |
| City Clerk Assistant                   | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| City Clerk Technician                  | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| Claims Assistant I                     | 14A          | \$ 3,778      | \$ 3,967      | \$ 4,165      | \$ 4,375      | \$ 4,594      |
| Claims Assistant II                    | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Code Enforcement Officer I             | 42A          | \$ 4,727      | \$ 4,940      | \$ 5,159      | \$ 5,377      | \$ 5,577      |
| Code Enforcement Officer II            | 52B          | \$ 6,065      | \$ 6,360      | \$ 6,680      | \$ 7,006      | \$ 7,347      |
| Collection System Leadworker           | 138D         | \$ 6,763      | \$ 7,089      | \$ 7,442      |               |               |
| Collection System Maintenance Worker   | 133D         | \$ 5,302      | \$ 5,546      | \$ 5,805      |               |               |
| Comb. Equip. Mechanic                  | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |

**ITEM J-1**  
**ATTACHMENT 2**  
ATTACHMENT A

Local 1021  
Memorandum of Understanding

| <b>Job Class Title</b>             | <b>Range</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Comb. Equip. Mechanic Leadworker   | 140          | \$ 6,112      | \$ 6,417      | \$ 6,729      |               |               |
| Comb. Welder                       | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Communication Call Taker           | 14A          | \$ 3,778      | \$ 3,967      | \$ 4,165      | \$ 4,375      | \$ 4,594      |
| Communication Dispatcher I         | 32C          | \$ 4,694      | \$ 4,875      | \$ 5,074      | \$ 5,290      | \$ 5,503      |
| Communication Dispatcher II        | 41C          | \$ 5,628      | \$ 5,851      | \$ 6,114      | \$ 6,388      | \$ 6,677      |
| Community Develop. Assistant I     | 32           | \$ 3,685      | \$ 3,829      | \$ 3,983      | \$ 4,151      | \$ 4,325      |
| Community Develop. Assistant II    | 42           | \$ 4,500      | \$ 4,702      | \$ 4,910      | \$ 5,115      | \$ 5,360      |
| Community Develop. Const. Rep I    | 43           | \$ 4,595      | \$ 4,800      | \$ 5,013      | \$ 5,243      | \$ 5,487      |
| Community Develop. Const. Rep II   | 52           | \$ 5,602      | \$ 5,873      | \$ 6,166      | \$ 6,467      | \$ 6,783      |
| Community Services Technician I    | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| Community Services Technician II   | 36D          | \$ 4,631      | \$ 4,828      | \$ 5,027      | \$ 5,230      | \$ 5,467      |
| Construction Assistant             | 132          | \$ 5,156      | \$ 5,371      | \$ 5,628      | \$ -          | \$ -          |
| Construction Inspector I           | 49           | \$ 5,243      | \$ 5,487      | \$ 5,724      | \$ 6,019      | \$ 6,317      |
| Construction Inspector II          | 52C          | \$ 5,830      | \$ 6,113      | \$ 6,417      | \$ 6,729      | \$ 7,061      |
| Crime Analysis Technician          | 42A          | \$ 4,727      | \$ 4,940      | \$ 5,159      | \$ 5,377      | \$ 5,577      |
| Crime Scene Technician             | 42A          | \$ 4,727      | \$ 4,940      | \$ 5,159      | \$ 5,377      | \$ 5,577      |
| Crime Prevention Specialist        | 38A          | \$ 4,849      | \$ 5,054      | \$ 5,256      | \$ 5,494      | \$ 5,738      |
| Curator's Assistant                | 18           | \$ 3,974      | \$ 4,172      | \$ 4,381      | \$ 4,600      | \$ 4,829      |
| Deputy City Clerk Assistant        | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Deputy City Clerk                  | 052H         | \$ 6,328      | \$ 6,541      | \$ 6,866      | \$ 7,200      | \$ 7,555      |
| Duplicating Mail Specialist I      | 12           | \$ 3,612      | \$ 3,793      | \$ 3,983      | \$ 4,183      | \$ 4,391      |
| Duplicating Mail Specialist II     | 18           | \$ 3,974      | \$ 4,172      | \$ 4,381      | \$ 4,600      | \$ 4,829      |
| Electrician                        | 141          | \$ 6,139      | \$ 6,443      | \$ 6,739      |               |               |
| Employment Program Specialist I    | 36A          | \$ 4,471      | \$ 4,694      | \$ 4,929      | \$ 5,175      | \$ 5,434      |
| Employment Program Specialist II   | 36C          | \$ 4,972      | \$ 5,307      | \$ 5,483      | \$ 5,758      | \$ 6,047      |
| Engineer I                         | 49E          | \$ 5,143      | \$ 5,393      | \$ 5,634      | \$ 5,934      | \$ 6,239      |
| Engineer II                        | 53           | \$ 5,934      | \$ 6,239      | \$ 6,535      | \$ 6,862      | \$ 7,209      |
| Environmental Compliance Inspector | 52G          | \$ 6,287      | \$ 6,588      | \$ 6,919      | \$ 7,256      | \$ 7,610      |
| Equipment Mechanic I               | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      |               |               |
| Equipment Mechanic II              | 129          | \$ 4,781      | \$ 4,996      | \$ 5,216      |               |               |
| Equipment Mechanic III             | 134          | \$ 5,115      | \$ 5,360      | \$ 5,602      |               |               |
| Equipment Mechanic IV              | 135A         | \$ 5,456      | \$ 5,708      | \$ 5,955      |               |               |
| Equipment Operator                 | 134          | \$ 5,115      | \$ 5,360      | \$ 5,602      |               |               |
| Equipment Parts Specialist .       | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Equipment Parts Storekeeper        | 123          | \$ 4,500      | \$ 4,725      | \$ 4,962      |               |               |
| Executive Secretary I              | 38C          | \$ 4,806      | \$ 5,047      | \$ 5,300      | \$ 5,566      | \$ 5,845      |
| Executive Secretary II             | 38D          | \$ 5,300      | \$ 5,564      | \$ 5,845      | \$ 6,137      | \$ 6,444      |
| Family Literacy Specialist         | 37B          | \$ 4,589      | \$ 4,787      | \$ 4,985      | \$ 5,187      | \$ 5,421      |
| Gardener                           | 129          | \$ 4,781      | \$ 4,996      | \$ 5,216      |               |               |
| Graffiti Abatement Specialist      | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      |               |               |
| Graphic Illustrator                | 48           | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      | \$ 6,166      |
| Groundskeeper-Gardener             | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      |               |               |
| Housing Finance Represent. I       | 43           | \$ 4,595      | \$ 4,800      | \$ 5,013      | \$ 5,243      | \$ 5,487      |
| Housing Finance Represent. II      | 52           | \$ 5,602      | \$ 5,873      | \$ 6,166      | \$ 6,467      | \$ 6,783      |
| Housing Groundskeeper              | 124          | \$ 4,151      | \$ 4,325      | \$ 4,500      | \$ -          | \$ -          |



**ITEM J-1**  
**ATTACHMENT 2**  
ATTACHMENT A

Local 1021  
Memorandum of Understanding

| <b>Job Class Title</b>                     | <b>Range</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|--------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Housing Lead Groundskeeper                 | 127          | \$ 4,417      | \$ 4,595      | \$ 4,800      | \$ -          | \$ -          |
| Housing Program Specialist I               | 14A          | \$ 3,778      | \$ 3,967      | \$ 4,165      | \$ 4,375      | \$ 4,594      |
| Housing Program Specialist II              | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Housing Program Specialist III             | 36D          | \$ 4,631      | \$ 4,828      | \$ 5,027      | \$ 5,230      | \$ 5,467      |
| Housing Rehab. Specialist                  | 52           | \$ 5,602      | \$ 5,873      | \$ 6,166      | \$ 6,467      | \$ 6,783      |
| Housing Representative I                   | 32           | \$ 3,685      | \$ 3,829      | \$ 3,983      | \$ 4,151      | \$ 4,325      |
| Housing Representative II                  | 48           | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      | \$ 6,166      |
| Human Resources Technician I               | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| Human Resources Technician II              | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Human Resources Technician III             | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |
| Information Technology Assistant           | 44           | \$ 5,110      | \$ 5,336      | \$ 5,558      | \$ 5,824      | \$ 6,088      |
| Jailer                                     | 40           | \$ 4,650      | \$ 4,837      | \$ 5,055      | \$ 5,278      | \$ 5,499      |
| Job Developer                              | 51           | \$ 5,487      | \$ 5,724      | \$ 6,019      | \$ 6,317      | \$ 6,611      |
| Junior Engineering Aide                    | 35A          | \$ 3,987      | \$ 4,142      | \$ 4,328      | \$ 4,502      | \$ 4,680      |
| Junior Engineering Drafter                 | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      | \$ -          | \$ -          |
| Lead Police Records Specialist             | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |
| Learning Center Manager I                  | 37B          | \$ 4,589      | \$ 4,787      | \$ 4,985      | \$ 5,187      | \$ 5,421      |
| Learning Center Manager II                 | 40B          | \$ 4,693      | \$ 4,927      | \$ 5,175      | \$ 5,434      | \$ 5,707      |
| Legal Secretary                            | 40C          | \$ 4,927      | \$ 5,174      | \$ 5,433      | \$ 5,704      | \$ 5,990      |
| Librarian I                                | 42B          | \$ 5,077      | \$ 5,307      | \$ 5,543      | \$ 5,775      | \$ 6,047      |
| Librarian II                               | 46B          | \$ 5,543      | \$ 5,775      | \$ 6,047      | \$ 6,328      | \$ 6,628      |
| Library Assistant I                        | 12           | \$ 3,612      | \$ 3,793      | \$ 3,983      | \$ 4,183      | \$ 4,391      |
| Library Assistant II                       | 18           | \$ 3,974      | \$ 4,172      | \$ 4,381      | \$ 4,600      | \$ 4,829      |
| Library Associate                          | 37           | \$ 4,470      | \$ 4,693      | \$ 4,927      | \$ 5,175      | \$ 5,434      |
| Library Info. Sys. Support Tech            | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Low Income Public Housing Asset Specialist | 36D          | \$ 4,631      | \$ 4,828      | \$ 5,027      | \$ 5,230      | \$ 5,467      |
| Maintenance Clerk                          | 28           | \$ 3,399      | \$ 3,540      | \$ 3,685      | \$ 3,829      | \$ 3,983      |
| Maintenance Leadworker                     | 135A         | \$ 5,456      | \$ 5,708      | \$ 5,955      |               |               |
| Maintenance Mechanic I                     | 125A         | \$ 4,388      | \$ 4,571      | \$ 4,756      |               |               |
| Maintenance Mechanic II                    | 132          | \$ 5,156      | \$ 5,371      | \$ 5,628      |               |               |
| Maintenance Mechanic III                   | 135A         | \$ 5,456      | \$ 5,708      | \$ 5,955      |               |               |
| Maintenance Utility Worker                 | 119          | \$ 3,755      | \$ 3,914      | \$ 4,068      |               |               |
| Maintenance Worker I                       | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      |               |               |
| Maintenance Worker II                      | 129          | \$ 4,781      | \$ 4,996      | \$ 5,216      |               |               |
| Marina Maintenance Worker                  | 129          | \$ 4,781      | \$ 4,996      | \$ 5,216      |               |               |
| MIS Technician                             | 44           | \$ 5,110      | \$ 5,336      | \$ 5,558      | \$ 5,824      | \$ 6,088      |
| Modernization Programs Specialist          | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |
| Museum Curator                             | 42B          | \$ 5,077      | \$ 5,307      | \$ 5,543      | \$ 5,775      | \$ 6,047      |
| Neighborhood Change Agent                  | 14A          | \$ 3,778      | \$ 3,967      | \$ 4,165      | \$ 4,375      | \$ 4,594      |
| Office Assistant I                         | 8            | \$ 3,455      | \$ 3,625      | \$ 3,806      | \$ 3,998      | \$ 4,197      |
| Office Assistant II                        | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| Office Specialist                          | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Painter                                    | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Paratransit Assistant                      | 8            | \$ 3,455      | \$ 3,625      | \$ 3,806      | \$ 3,998      | \$ 4,197      |
| R-Transit Driver                           | 850A         | \$ 2,926      | \$ 3,094      | \$ 3,226      | \$ 3,385      | \$ 3,556      |

**ITEM J-1**  
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Local 1021  
Memorandum of Understanding

| <b>Job Class Title</b>                    | <b>Range</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|-------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Paratransit Driver Leadworker             | 73           | \$ 4,970      | \$ 5,218      | \$ 5,480      |               |               |
| Parking Enforcement Rep                   | 34           | \$ 4,331      | \$ 4,492      | \$ 4,657      | \$ 4,831      | \$ 5,032      |
| Parks Constr. & Mtce. Worker              | 134          | \$ 5,115      | \$ 5,360      | \$ 5,602      |               |               |
| Parks Equipment Parts Specialist          | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Payroll Coordinator                       | 46A          | \$ 5,337      | \$ 5,560      | \$ 5,823      | \$ 6,088      | \$ 6,382      |
| Payroll Specialist                        | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Permit Technician I                       | 14           | \$ 3,967      | \$ 4,165      | \$ 4,373      | \$ 4,594      | \$ 4,823      |
| Permit Technician II                      | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |
| Planner I                                 | 43G          | \$ 5,055      | \$ 5,280      | \$ 5,513      | \$ 5,767      | \$ 6,036      |
| Planner II                                | 52G          | \$ 6,287      | \$ 6,588      | \$ 6,919      | \$ 7,256      | \$ 7,610      |
| Planning Technician I                     | 28B          | \$ 4,221      | \$ 4,394      | \$ 4,574      | \$ 4,752      | \$ 4,945      |
| Planning Technician II                    | 36B          | \$ 4,945      | \$ 5,154      | \$ 5,367      | \$ 5,584      | \$ 5,837      |
| Police Assistant                          | 34           | \$ 4,331      | \$ 4,492      | \$ 4,657      | \$ 4,831      | \$ 5,032      |
| Police Property Technician                | 37B          | \$ 4,589      | \$ 4,787      | \$ 4,985      | \$ 5,187      | \$ 5,421      |
| Police Records Specialist                 | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Police Report Transcriber                 | 18           | \$ 3,974      | \$ 4,172      | \$ 4,381      | \$ 4,600      | \$ 4,829      |
| Property Maint & Housing Inspector        | 52B          | \$ 6,065      | \$ 6,360      | \$ 6,680      | \$ 7,006      | \$ 7,347      |
| Purchasing Assistant                      | 38           | \$ 4,151      | \$ 4,325      | \$ 4,500      | \$ 4,702      | \$ 4,910      |
| Recreation Program Coordinator            | 41           | \$ 4,813      | \$ 5,008      | \$ 5,231      | \$ 5,463      | \$ 5,714      |
| Resident Housing Manager                  | 9            | \$ 1,703      | \$ 1,786      | \$ 1,876      | \$ 1,969      | \$ 2,069      |
| Secretary                                 | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Secretary To Mayor                        | 38C          | \$ 4,806      | \$ 5,047      | \$ 5,300      | \$ 5,566      | \$ 5,845      |
| Senior Accounting Assistant               | 37           | \$ 4,470      | \$ 4,693      | \$ 4,927      | \$ 5,175      | \$ 5,434      |
| Senior Building Inspector                 | 128          | \$ 7,090      | \$ 7,446      | \$ 7,808      | \$ 8,190      | \$ 8,577      |
| Senior Cable TV Prod. Support Assistant   | 545A         | \$ 3,538      | \$ 3,715      | \$ 3,904      | \$ 4,098      | \$ 4,304      |
| Senior Duplicating/Mail Assist.           | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Senior Engineering Aide                   | 43           | \$ 4,595      | \$ 4,800      | \$ 5,013      | \$ 5,243      | \$ 5,487      |
| Senior Engineering Drafter                | 45           | \$ 4,800      | \$ 5,013      | \$ 5,243      | \$ 5,487      | \$ 5,724      |
| Senior Environmental Compliance Inspector | 128          | \$ 7,090      | \$ 7,446      | \$ 7,808      | \$ 8,190      | \$ 8,577      |
| Senior Equipment Parts Specialist         | 140          | \$ 6,112      | \$ 6,417      | \$ 6,729      |               |               |
| Senior Library Assistant                  | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Senior Office Assistant                   | 34A          | \$ 4,274      | \$ 4,487      | \$ 4,710      | \$ 4,947      | \$ 5,194      |
| Senior Treatment Plant Operator           | 137D         | \$ 6,595      | \$ 6,880      | \$ 7,234      |               |               |
| Sewer Maintenance Operator                | 135D         | \$ 6,329      | \$ 6,621      | \$ 6,913      |               |               |
| Sewer Maintenance Lead Worker             | 138D         | \$ 6,763      | \$ 7,089      | \$ 7,442      |               |               |
| Sewer Maintenance Worker I                | 134          | \$ 5,115      | \$ 5,360      | \$ 5,602      |               |               |
| Sewer Maintenance Worker II               | 133D         | \$ 5,302      | \$ 5,546      | \$ 5,805      |               |               |
| Source Control Inspector I                | 47D          | \$ 5,628      | \$ 5,888      | \$ 6,160      | \$ 6,430      | \$ 6,758      |
| Source Control Inspector II               | 54B          | \$ 6,112      | \$ 6,417      | \$ 6,730      | \$ 7,058      | \$ 7,392      |
| Source Control Inspector III              | 59B          | \$ 6,624      | \$ 6,973      | \$ 7,340      | \$ 7,726      | \$ 8,133      |
| Stationary Engineer                       | 138          | \$ 5,830      | \$ 6,112      | \$ 6,417      |               |               |
| Storekeeper                               | 38           | \$ 4,151      | \$ 4,325      | \$ 4,500      | \$ 4,702      | \$ 4,910      |
| Survey Instrument Operator                | 47           | \$ 5,163      | \$ 5,400      | \$ 5,652      | \$ 5,895      | \$ 6,200      |
| Telephone/Radio Specialist                | 137A         | \$ 5,553      | \$ 5,830      | \$ 6,111      | \$ 6,417      | \$ 6,738      |
| Traffic Technician                        | 44           | \$ 5,110      | \$ 5,336      | \$ 5,558      | \$ 5,824      | \$ 6,088      |

**ITEM J-1**  
**ATTACHMENT 2**  
ATTACHMENT A

Local 1021  
Memorandum of Understanding

| <b>Job Class Title</b>                   | <b>Range</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
|------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Treatment Plant Chemist                  | 54B          | \$ 6,112      | \$ 6,417      | \$ 6,730      | \$ 7,058      | \$ 7,392      |
| Treatment Plant Lab Technician           | 44E          | \$ 5,279      | \$ 5,513      | \$ 5,745      | \$ 6,011      | \$ 6,292      |
| Treatment Plant Maintenance. Mech.       | 135D         | \$ 6,329      | \$ 6,621      | \$ 6,913      |               |               |
| Treatment Plant Mtce Mech Ldwkr          | 138D         | \$ 6,763      | \$ 7,089      | \$ 7,442      |               |               |
| Treatment Plant Operator                 | 133D         | \$ 5,302      | \$ 5,546      | \$ 5,805      |               |               |
| Tree Leadworker                          | 135A         | \$ 5,456      | \$ 5,708      | \$ 5,955      |               |               |
| Urban Planner                            | 59A          | \$ 6,620      | \$ 6,943      | \$ 7,292      | \$ 7,644      | \$ 8,012      |
| Utility Leadworker                       | 135A         | \$ 5,456      | \$ 5,708      | \$ 5,955      |               |               |
| Utility Worker I                         | 125          | \$ 4,240      | \$ 4,417      | \$ 4,595      |               |               |
| Utility Worker II                        | 129          | \$ 4,781      | \$ 4,996      | \$ 5,216      |               |               |
| Volunteer Tutor/Learner Coordinator      | 37B          | \$ 4,589      | \$ 4,787      | \$ 4,985      | \$ 5,187      | \$ 5,421      |
| Weed Abatement Inspector                 | 43A          | \$ 4,436      | \$ 4,657      | \$ 4,889      | \$ 5,134      | \$ 5,392      |
| Work Experience Coordinator.             | 40           | \$ 4,650      | \$ 4,837      | \$ 5,055      | \$ 5,278      | \$ 5,499      |
| Worker's Compensation Claims Examiner    | 42C          | \$ 5,818      | \$ 6,084      | \$ 6,345      | \$ 6,614      | \$ 6,928      |
| Workforce Development Support Specialist | 36C          | \$ 4,972      | \$ 5,307      | \$ 5,483      | \$ 5,758      | \$ 6,047      |
| Youth Services Program Assistant         | 46           | \$ 4,910      | \$ 5,115      | \$ 5,360      | \$ 5,602      | \$ 5,873      |

## **ATTACHMENT B – DEFINITIONS**

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

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

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

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

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

Domestic partners are two adults who have chosen to share on another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

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

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

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

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

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

WORKERS COMPENSATION CLAIM: If an employee is injured on the job or becomes ill due to work related conditions, the employee must report this to his/her supervisor as soon as possible. The supervisor will provide the employee with the necessary claim forms and a pamphlet on employees' Workers Compensation rights.

For more information, see section III.B.10. of this MOU and the City's Health and Safety Manual

## **ATTACHMENT C – WEINGARTEN RIGHTS**

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

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

## **ATTACHMENT D – BUILDING INSPECTORS’ CERTIFICATIONS**

| Proponent Agency       | Certification Title                              |
|------------------------|--------------------------------------------------|
| ICBO <sup>1</sup>      | Building Inspector                               |
| ICBO                   | Building Code Accessibility/Usability Specialist |
| ICBO/IAEI <sup>2</sup> | Electrical Inspector                             |
| ICBO                   | Plumbing Inspector                               |
| IAPMO <sup>3</sup>     | Plumbing Inspector                               |
| IAPMO                  | Mechanical Inspector                             |
| ICBO                   | Combination Dwelling Inspector                   |
| ICBO                   | Light Commercial Combination Inspector           |
| ICBO                   | Plans Examiner                                   |
| ICBO                   | Uniform Fire Code Inspector                      |
| IFCI <sup>4</sup>      | Company Officer Fire Code Inspector              |
| ICBO                   | Structural Masonry                               |
| ICBO                   | Structural Steel and Welding                     |
| ICBO                   | Spray-applied Fireproofing                       |
| ICBO                   | Reinforced Concrete                              |
| ICBO                   | Prestressed Concrete                             |
| IAEI                   | Electrical Inspector Plan Review                 |
| AACE <sup>5</sup>      | Housing Inspector                                |
| AACE                   | Zoning Inspector                                 |
| NCPP <sup>6</sup>      | Elevator Inspector                               |
| NCPP                   | CABO One and Two Family Dwelling Inspector       |
| IFCI                   | Underground Storage Tank Certification           |
| CACE                   | Code Enforcement Inspector                       |
| SCACEO                 | (Class Name)                                     |
|                        | (Class Name)                                     |

---

1 International Conference of Building Officials  
2 International Association of Electrical Inspectors  
3 International Association of Plumbing and Mechanical Officials  
4 International Fire Code Institute  
5 American Association of Code Enforcement  
6 National Certification Program for Construction Code Inspectors

**ATTACHMENT E – SAFETY SHOE REIMBURSEMENT CLASSIFICATION LISTING**

The following list is a representation of the classifications that are eligible for safety shoe reimbursement. This list is neither exhaustive nor definite, and classifications can be added by mutual agreement between the City and the Union.

**Job Classification**

Building Trades Worker I/II/III  
Carpenter  
Code Enforcement Officer I/II  
Combination Equip Mechanic Lead Worker  
Combination Equipment Mechanic  
Crime Scene Technician  
Electrician  
Equipment Mechanic I/II/III/IV  
Equipment Operator  
Gardener  
Groundskeeper/Gardener  
Jailer  
Maintenance Lead Worker  
Maintenance Worker I/II  
Painter  
Parking Enforcement Representative  
Parks Construction & Maintenance Worker  
Police Records Specialist  
Resident Housing Manager  
Senior Building Inspector  
Stationary Engineer  
Tree Leadworker  
Utility Worker I/II



**ADDENDUM TO THE MOU**  
**CIVILIAN PROBATIONARY REVIEW BOARD**

1. Policy: The Chief of Police shall establish, within the Police Department, a Civilian Probationary Review Board which shall review, on a monthly basis, the performance of civilian probationary employees.
2. Authority:
  - a) The Civilian Probationary Employee Review Board shall have the authority to review and comment upon all evaluations of civilian probationary employees, both in terms of the process prescribed in this policy and the manner of its use. The Board shall recommend any necessary change in the training process or use of evaluations.
  - b) The board shall have the authority to summon any civilian probationary employee, trainer, or supervisor to appear before the Board in relation to any review/hearing process.
  - c) The Board shall have the authority to return evaluations for revision and/or clarification when deemed appropriate.
3. Function: The Civilian Probationary Review Board shall review all civilian probationary employees to include: Weekly evaluations packages, any other evaluations, material, disciplinary actions or written documents related to the civilian probationary employee.
4. Civilian Employee Review Board Appearances: In addition to review of written documents, the Board shall have the option to summon the civilian probationary employee to appear before the Board anytime during the training process. The Board shall summon the civilian probationary employee to appear after completion of the training process.
  - a) Twelfth Month and Eighteenth Month Final Appearance: This appearance is mandatory for non-sworn probationary employees. For non-sworn employees making their twelfth month appearance (eighteenth month for Communications Dispatchers), the Board will make a final recommendation to the Chief of Police of either retention with permanent status or rejection from probation.
  - b) Rejection Appearance (Hearing):
    - i. At the direction of the Chief, the Civilian Employee Review Board shall meet to review a recommendation for rejection of a civilian probationary employee at any time during the probation period. The Board shall review any and all available documentation relating to the rejection recommendation.
    - ii. The Board may also summon trainers and/or supervisors involved in any way with the rejection recommendation for the purpose of making further inquiry.
    - iii. The Board, upon completion of interviews and review, shall summon the civilian probationary employee in question to appear before the Board. The Board shall ensure that the employee is made aware of the recommendation for rejection and the cause (s) for it. The Employee shall then be given the opportunity to respond to any inquiries from Board members and explain his/her position. The probationary employee must be notified at least two (2) days before the hearing.

- iv. Upon conclusion of the appearance by the employee in question, the Board shall, in closed session, make a determination as to a final recommendation and forward it to the Chief.
5. Civilian Employee Review Board Composition: The Civilian Probationary Employee Review Board shall include seven (7) civilian employee members and be diverse in its ethnic composition. A quorum shall consist of a minimum of five (5) voting members.
- a) Chairperson (1-Captain): The chairperson of the Board shall be a Captain appointed by the Chief of Police.
  - b) Board Members (2-Supervisors/Managers): The Chief of Police shall appoint two (2) civilian supervisors or managers.
  - c) Board Members (5-Civilian Employees): The Chief of Police will appoint five (5) non-supervisory civilian police employees to serve as members of the Probationary Review Board.
  - d) Training Section Sergeant: The Training Section Sergeant shall serve in an advisory capacity to the Board and shall be responsible for assembling submitted material and summoning personnel to appear before the Board.
6. Board Meetings:
- a) The Board shall meet whenever directed by the Board Chairperson or upon recommendation from the Training Section Sergeant.
  - b) Civilian Probationary Review Board members shall not discuss any sensitive information or issues with non-board members unless directed to do so by the Board Chairperson or Chief of Police.
  - c) Distribution of "Employee Performance Evaluations" shall be coordinated to best coincide with meeting of the Board.
  - d) Final Probationary Performance Evaluations for civilian police employees are to be distributed forty-five (45) days before the employee's anniversary date. The affected Bureau Commander will ensure its return to the Support Services Bureau at least ten (10) days before the employee's anniversary date.
7. Documentation of Board Meetings:
- a) The meeting of the Board shall be documented by the Training Sergeant. In her/his absence, the responsibility will be that of the chairperson or her/his designee. A file of those reports shall be maintained by the Training Section.
  - b) All materials reviewed by the Board shall be returned to the Support Services Bureau or forwarded to their respective repositories.
  - c) The Chairperson of the Board shall submit to the Chief of Police a synopsis of the meeting.

**ADDENDUM TO THE MOU**  
**CITYWIDE SERVICE QUALITY COMMITTEESIDE LETTER**

Side Letter to the MOU  
Between  
United public employees, Local 790  
and  
City of Richmond

The City and the Union will meet to discuss creation of 4/10 and/or 9/80 schedules on a pilot basis for mutually agreed upon small scale trial areas. The pilot projects will begin by July 1, 1996 and last for a six month trial period. Written terms and conditions will be developed for the pilot project as were developed for similar scheduling for Dispatchers in the Police Department.

---

Larry Hendel, Representative

---

Eric Larson  
Workforce Relations Officer

INDEX

|                                         |    |
|-----------------------------------------|----|
| Acting Pay .....                        | 7  |
| Action Forms .....                      | 39 |
| Agreements Furnished .....              | 46 |
| Allowances.....                         | 12 |
| Attendance .....                        | 32 |
| <br>Bereavement Leave.....              | 18 |
| Bulletin Boards .....                   | 31 |
| <br>Call Back Time .....                | 8  |
| Certifications and Licenses .....       | 29 |
| Compensation Time .....                 | 8  |
| Continuation of Benefits .....          | 46 |
| Contracting Out.....                    | 45 |
| Court Appearances.....                  | 27 |
| <br>Demotion.....                       | 12 |
| Dental Plan.....                        | 16 |
| Disability Insurance .....              | 17 |
| Discipline .....                        | 43 |
| Discrimination Prohibited.....          | 1  |
| Dues Deduction.....                     | 2  |
| <br>Employee Assistance Program .....   | 33 |
| Examination Announcements .....         | 40 |
| <br>Family and Medical Care Leave ..... | 20 |
| Family Sick Leave .....                 | 20 |
| Flexible Benefits Plan .....            | 17 |
| Floating Holidays.....                  | 27 |
| Full Understanding.....                 | 46 |
| <br>General Provisions .....            | 1  |
| Grievance Procedure .....               | 41 |
| Grievance Time Limits .....             | 41 |
| <br>Holidays .....                      | 27 |
| Hours of Work .....                     | 31 |
| <br>Indirect Pay .....                  | 12 |
| Injury Leave .....                      | 25 |
| Insurance .....                         | 12 |
| <br>Jury Duty.....                      | 22 |

|                                                   |    |
|---------------------------------------------------|----|
| Labor/Management Organizational Discussions ..... | 47 |
| Layoff.....                                       | 35 |
| LEAP Program.....                                 | 41 |
| Leaves .....                                      | 17 |
| Leaves of Absence .....                           | 17 |
| Library Shift Differential .....                  | 9  |
| Life Insurance .....                              | 16 |
| Long Term Disability Insurance .....              | 17 |
| Meal Allowance .....                              | 28 |
| Meal and Break Periods .....                      | 31 |
| Medical Benefit Opt Out.....                      | 13 |
| Medical Eligibility Changes .....                 | 14 |
| Medical Insurance.....                            | 12 |
| Meeting with Supervisors .....                    | 33 |
| Military Leave.....                               | 22 |
| Mutual Rights.....                                | 2  |
| Nepotism .....                                    | 40 |
| No Strike/Lockout.....                            | 47 |
| Parental Leave.....                               | 21 |
| Part-time Provisions.....                         | 30 |
| Pay Days .....                                    | 39 |
| Performance Evaluations .....                     | 11 |
| Performance Reports, Probationary .....           | 37 |
| Personal/Professional Development .....           | 28 |
| Personnel Files .....                             | 39 |
| Personnel Provisions .....                        | 35 |
| Preamble .....                                    | 1  |
| Probationary Period .....                         | 36 |
| Probationary Period, Length .....                 | 36 |
| Probationary Period, Rejection During.....        | 37 |
| Promotion.....                                    | 11 |
| Rain Gear .....                                   | 30 |
| Reassignment .....                                | 38 |
| Recognition .....                                 | 2  |
| Reinstatement.....                                | 37 |
| Resignation .....                                 | 38 |
| Retiree Medical .....                             | 14 |
| Retirement.....                                   | 31 |
| Retroactivity.....                                | 47 |
| Safety Committee.....                             | 33 |
| Safety Training.....                              | 34 |
| Salary .....                                      | 7  |

|                                                    |        |
|----------------------------------------------------|--------|
| Salary Advancement .....                           | 11     |
| Severability of Provisions .....                   | 47     |
| Severance Pay .....                                | 38     |
| Sewer Maintenance Titles .....                     | 39     |
| Shift Changes .....                                | 33     |
| Shift Differential .....                           | 9      |
| Sick Leave .....                                   | 19     |
| Sick Leave, Accrual Rate .....                     | 19     |
| Sick Leave, Conversion to PERS Credit .....        | 20     |
| Sick Leave, Payment for Unused Sick Leave .....    | 19     |
| Standby Pay .....                                  | 11     |
| <br>Temporary Employees .....                      | <br>45 |
| Term of Agreement .....                            | 45     |
| Tools .....                                        | 30     |
| Training Differential .....                        | 9      |
| Transfer .....                                     | 38     |
| Tuition Reimbursement .....                        | 28     |
| <br>Uniforms .....                                 | <br>29 |
| Union Bug .....                                    | 47     |
| Union Representation .....                         | 2      |
| <br>Vacation Leave .....                           | <br>23 |
| Vacation Leave, Accrual Rate .....                 | 23     |
| Vacation Leave, Limitation .....                   | 23     |
| Vacation Sell Back .....                           | 25     |
| Vacation Usage .....                               | 25     |
| <br>Wellness Programs .....                        | <br>34 |
| Work Units, Definition .....                       | 31     |
| Work Week, Length .....                            | 32     |
| Workers Compensation (Injury Leave) Payments ..... | 25     |
| Working Conditions .....                           | 31     |
| Working Hours .....                                | 31     |

**City of Richmond and the SEIU Local 1021 Union –  
General Employees Unit and Part-Time & Intermittent Employees Unit  
2022 Classification and Compensation Meet and Confer**

**City Proposal Number 1 – Version 6**

**Date:** April 17, 2023

**Subjects:** Classification and Compensation Study Implementation

**Proposal**

The City proposes to implement the 2021 Segal Classification and Compensation Study for all SEIU- represented classifications via the below side letter to the Parties' current MOU.

**MOU Side Letter Language**

The City of Richmond ("City") and SEIU Local 1021 General Employees Unit and the Part-Time & Intermittent Employees Unit ("Union") (collectively, "the Parties") have met and conferred in good faith pursuant to California law and Article 7 of the Parties' 2021 - 2025 Memorandum of Understanding concerning implementation of the 2021 Segal Classification and Compensation Study ("Study"). The Parties hereby agree as follows:

**Equity Adjustments**

1. The Parties approve the SEIU Local 1021 General Employees Unit Salary Adjustments from the Segal Classification and Compensation Study Final Report dated June 2021. (Attachment A.) There are no salary adjustments to Part-Time & Intermittent Unit job classifications due to the Study.
2. The Parties approve SEIU Local 1021 General Employees Unit Job Description updates from the Segal Classification and Compensation Study Final Report dated June 2021 as amended by

the Parties. (Attachment B.) There are no substantive changes to Part-Time & Intermittent Unit job descriptions due to the Study.

3. The equity adjustments for the General Employees Unit will be implemented the first full pay period following City Personnel Board adoption of the Job Description changes. The City will recommend adoption of this side letter including Attachments A & B to the City Council. The City will also recommend approval of the Job Description changes to the Personnel Board.
4. The Parties shall conduct bi-weekly video conferences to review the City's progress implementing the Segal Classification and Compensation Study for the General Employees Unit until the Personnel Board has completed the process of adopting the updated job descriptions.

JWH  
4-27-23

The City will implement the Compensation Study by placing employees in the proposed grade for their job classification as stated in Attachment A. Job classifications receiving an equity adjustment will be placed in the range reflecting the value of the equity adjustment recommended by Segal. Job classifications that do not receive an equity adjustment will remain in their current salary range. Individual employees will be placed at a step within their salary range that is most similar to their current range that does not cause a reduction in base wage.

TA JWH  
4-27-23

#### **Base Wage Increase**

The City will increase base wages for all SEIU- represented classifications in the General Employees Unit and the Part-Time & Intermittent Employees Unit in the amount of 4.0% effective the pay period which includes July 1, 2023. The 4.0% base wage increase is separate from the agreed upon equity adjustments for the General Employees Unit.

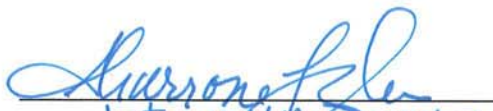
The Parties will not further amend either of their current Memoranda of Understanding as a result of this Agreement. This Agreement embodies all items agreed upon by and between the Parties regarding the Study as addressed above.



For the City:

  
Chief Negotiator

  
Deputy City Manager - Interim Sec

  
Interim HR Director  
  
HR Manager

For the SEIU Local 1021:

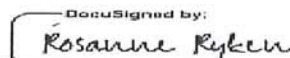
  
Emma Gerould (Apr 19, 2023 17:42 PDT)  
Emma Gerould, Field Supervisor

  
Gregory Everetts, Bargaining Team

K. Tisdell 4/22/2023  
K. Tisdell 4/22/2023 (Apr 22, 2023 11:46 PDT)  
Kevin Tisdell, Bargaining Team

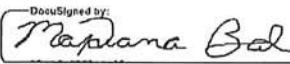
Tania M. Swartz  
Tania M. Swartz (Apr 20, 2023 08:30 PDT)  
Tania Swartz, Bargaining Team

Brenda McNeil  
Brenda McNeil (Apr 24, 2023 12:17 PDT)  
Brenda McNeil, Bargaining Team

  
Rosanne Ryken, Bargaining Team

CHERYL CARDENAS  
CHERYL CARDENAS (Apr 20, 2023 04:19 PDT)  
Cheryl Cardenas, Bargaining Team

Fidencio Morales  
Fidencio Morales (Apr 24, 2023 16:30 PDT)  
Fidencio Morales, Bargaining Team

  
Mapuana Bal, Bargaining Team

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA  
APPROVING THE CONTRACT AMENDMENT REGARDING EQUITY ADJUSTMENT  
AND BASE WAGE INCREASE AFTER THE CITY RECEIVES A FINALIZED CLASS AND  
COMPENSATION STUDY BETWEEN THE CITY OF RICHMOND AND SERVICE  
EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021 GENERAL EMPLOYEES  
UNIT

---

**WHEREAS**, the City and Service Employees International Union (SEIU) Local 1021 General Employees have a Memorandum of Understanding covering the period July 1, 2021 – June 30, 2025; and

**WHEREAS**, the Service Employees International Union (SEIU) Local 1021 General Employees Memorandum of Understanding states that “During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.”; and

**WHEREAS**, the parties have executed a contract amendment regarding the above paragraph on equity adjustments and base wage increase; and

**WHEREAS**, the contract amendment shall not bind the parties until they are ratified by a majority of the SEIU Local 1021 General Employees membership and ratified by the City Council; and

**WHEREAS**, the contract amendment will establish equity adjustments and base wage increases; and

**WHEREAS**, the adoption of this contract amendment will support a stable and amicable labor relations environment in the City.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of Richmond approves the contract amendment among the City of Richmond and SEIU Local 1021 General Employees unit regarding equity adjustments and base wage increase, the terms of which are set for and marked as Exhibits A to the agenda report in support of the resolution.

-----  
I hereby certify that the foregoing Resolution was passed and adopted by the Council of  
the City of Richmond at a regular meeting thereof held by the  
following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA  
AMENDING THE SALARY SCHEDULE FOR SEIU LOCAL 1021 FULL-TIME GENERAL  
AND PART-TIME/INTERMITTENT UNITS

---

**WHEREAS**, the Department of Human Resources maintains the classification and salary schedule on behalf of the City; and

**WHEREAS**, the City wishes to amend the salary schedule and such amendments are supported by the City Manager.

**NOW, THEREFORE BE IT RESOLVED**, that effective July 1, 2023, the Salary Schedule is hereby revised as follows and the Director of Human Resources shall publicly post the revised SEIU Local 1021 Full-Time General and Part-Time/Intermittent Units Salary Schedule (Attachment A).

-----  
I hereby certify that the foregoing Resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

\_\_\_\_\_  
Mayor

Approved as to form:

---

City Attorney

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# **MEMORANDUM OF UNDERSTANDING**

*between*

**The City of Richmond, California**

*and*

**The Mid-Management Bargaining Unit  
International Federation of Professional and  
Technical Engineers (IFPTE), Local 21**



**July 1, 2021 – June 30, 2025**

TABLE OF CONTENTS  
City of Richmond and IFPTE Local 21, AFL-CIO  
2021 – 2025 Memorandum of Understanding

|                  |                                                                    |           |
|------------------|--------------------------------------------------------------------|-----------|
| <b>ARTICLE 1</b> | <b>RECOGNITION .....</b>                                           | <b>1</b>  |
| <b>ARTICLE 2</b> | <b>GENERAL PROVISIONS .....</b>                                    | <b>1</b>  |
| <b>ARTICLE 3</b> | <b>MANAGEMENT RIGHTS AND RESPONSIBILITIES.....</b>                 | <b>1</b>  |
| <b>ARTICLE 4</b> | <b>UNION RIGHTS.....</b>                                           | <b>1</b>  |
|                  | ACCESS TO NEW EMPLOYEES .....                                      | 1         |
|                  | STEWARDS .....                                                     | 3         |
|                  | STEWARDS' RELEASE TIME .....                                       | 3         |
|                  | NEGOTIATING TEAM.....                                              | 4         |
|                  | BULLETIN BOARDS .....                                              | 4         |
| <b>ARTICLE 5</b> | <b>DISCRIMINATION PROHIBITED.....</b>                              | <b>4</b>  |
| <b>ARTICLE 6</b> | <b>UNION DUES.....</b>                                             | <b>4</b>  |
|                  | DUES DEDUCTIONS .....                                              | 4         |
|                  | MAINTENANCE OF MEMBERSHIP.....                                     | 5         |
|                  | INDEMNIFICATION.....                                               | 6         |
| <b>ARTICLE 7</b> | <b>SALARIES .....</b>                                              | <b>6</b>  |
|                  | DIRECT PAY FOR SERVICES.....                                       | 6         |
|                  | REOPENER: .....                                                    | 7         |
|                  | SALARY INCREASE:.....                                              | 7         |
|                  | ACTING PAY .....                                                   | 7         |
|                  | DEFINITION OF CLASS .....                                          | 9         |
|                  | USE OF CLASSIFICATION .....                                        | 9         |
|                  | SALARY DESIGNATIONS.....                                           | 9         |
|                  | ADVANCEMENTS AND PROMOTIONS .....                                  | 9         |
|                  | EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES.....             | 9         |
|                  | PROMOTION – EFFECT ON RATE OF COMPENSATION .....                   | 10        |
|                  | DEMOTION .....                                                     | 10        |
|                  | EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON ANNIVERSARY DATE ..... | 10        |
|                  | ELIGIBILITY FOR SALARY ADVANCEMENT.....                            | 10        |
| <b>ARTICLE 8</b> | <b>INDIRECT PAY AND ALLOWANCES.....</b>                            | <b>11</b> |
|                  | INSURANCE .....                                                    | 11        |
|                  | CAFETERIA OPTION.....                                              | 14        |
|                  | DENTAL PLAN.....                                                   | 14        |
|                  | VISION PLAN.....                                                   | 14        |
|                  | LIFE INSURANCE .....                                               | 15        |



|                                                             |           |
|-------------------------------------------------------------|-----------|
| DISABILITY INSURANCE .....                                  | 15        |
| FLEXIBLE BENEFITS PLAN .....                                | 15        |
| EMPLOYEE ASSISTANCE PROGRAM.....                            | 15        |
| ALLOWANCES .....                                            | 16        |
| CERTIFICATIONS .....                                        | 17        |
| SAFETY SHOES .....                                          | 17        |
| <b>ARTICLE 9 LEAVES.....</b>                                | <b>18</b> |
| LEAVES OF ABSENCE WITHOUT PAY .....                         | 18        |
| BEREAVEMENT LEAVE .....                                     | 19        |
| SICK LEAVE .....                                            | 20        |
| PARENTAL LEAVE .....                                        | 22        |
| FAMILY AND MEDICAL CARE LEAVE .....                         | 22        |
| JURY DUTY .....                                             | 23        |
| MILITARY LEAVE.....                                         | 24        |
| VACATION LEAVE.....                                         | 24        |
| INJURY LEAVE PAYMENTS .....                                 | 26        |
| COURT APPEARANCES .....                                     | 28        |
| ADMINISTRATIVE LEAVE .....                                  | 28        |
| COMMUNICATIONS SHIFT SUPERVISOR ADMINISTRATIVE LEAVE.....   | 29        |
| HOLIDAYS.....                                               | 29        |
| PART-TIME PROVISIONS .....                                  | 30        |
| RETIREMENT SYSTEM .....                                     | 30        |
| <b>ARTICLE 10 WORKING CONDITIONS .....</b>                  | <b>31</b> |
| MEAL PERIODS AND REST PERIODS .....                         | 31        |
| WORKING HOURS .....                                         | 31        |
| <b>ARTICLE 11 PERSONNEL PROVISIONS .....</b>                | <b>32</b> |
| LAYOFF.....                                                 | 32        |
| SEVERANCE PAY .....                                         | 34        |
| PROBATIONARY PERIOD.....                                    | 35        |
| RESIGNATION.....                                            | 36        |
| TRANSFER.....                                               | 37        |
| REASSIGNMENT.....                                           | 37        |
| NEPOTISM .....                                              | 38        |
| PERSONNEL FILES .....                                       | 38        |
| NOTICE OF INTENT TO CONTRACT OUT BARGAINING UNIT WORK ..... | 39        |
| <b>ARTICLE 12 GRIEVANCES AND APPEALS .....</b>              | <b>39</b> |
| GRIEVANCE PROCEDURE.....                                    | 39        |
| BINDING ARBITRATION.....                                    | 40        |
| <b>ARTICLE 13 NO STRIKE.....</b>                            | <b>42</b> |
| <b>ARTICLE 14 FULL UNDERSTANDING .....</b>                  | <b>42</b> |
| <b>ARTICLE 15 RETROACTIVITY .....</b>                       | <b>43</b> |

|                     |                                                                                                                                     |     |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>ARTICLE 16</b>   | <b>MISCELLANEOUS PROVISIONS</b> .....                                                                                               | 43  |
|                     | JOINT COMMUNICATIONS TEAM .....                                                                                                     | 43  |
|                     | WEINGARTEN RIGHTS .....                                                                                                             | 43  |
|                     | CATASTROPHIC LEAVE .....                                                                                                            | 44  |
|                     | DUE PROCESS RIGHTS IN DISCIPLINARY ACTIONS .....                                                                                    | 44  |
| <b>ARTICLE 17</b>   | <b>SEPARABILITY OF PROVISIONS</b> .....                                                                                             | 44  |
| <b>ARTICLE 18</b>   | <b>REPRESENTATION RIGHTS</b> .....                                                                                                  | 44  |
|                     | SPECIFIC LIMITATIONS ON REPRESENTATION RIGHTS.....                                                                                  | 44  |
|                     | DISQUALIFICATION OF UNION MEMBERS WORKING AS ASSISTANT DEPARTMENT HEADS, AND<br>MEMBERS PARTICIPATING ON CITY BARGAINING TEAMS..... | 45  |
|                     | VIOLATION OF THIS ARTICLE.....                                                                                                      | 46  |
| <b>ARTICLE 19</b>   | <b>TERM OF AGREEMENT</b> .....                                                                                                      | 46  |
| <br>                |                                                                                                                                     |     |
| <b>ATTACHMENT A</b> | <b>SALARIES AND CLASSIFICATIONS</b> .....                                                                                           | A-1 |
| <b>ATTACHMENT B</b> | .....                                                                                                                               | B-1 |
| <b>ATTACHMENT C</b> | .....                                                                                                                               | C-1 |
| <b>ATTACHMENT D</b> | .....                                                                                                                               | D-1 |
| <b>ATTACHMENT E</b> | .....                                                                                                                               | E-1 |
| <b>ATTACHMENT F</b> | .....                                                                                                                               | F-1 |

## MEMORANDUM OF UNDERSTANDING

Between the  
**CITY OF RICHMOND**

And the  
*International Federation of Professional and Technical Employees, Local  
21, AFL-CIO*  
2021-2025

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### ARTICLE 1 RECOGNITION

1. The City recognizes the International Federation of Professional and Technical Employees, Local 21, AFL-CIO, (IFPTE, Local 21) as the sole and exclusive representative for those Bargaining Unit classifications listed in Attachment A.

### ARTICLE 2 GENERAL PROVISIONS

2. The International Federation of Professional and Technical Employees Local 21 shall be referred to herein as the "Union."

### ARTICLE 3 MANAGEMENT RIGHTS AND RESPONSIBILITIES

3. The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. These rights include but are not limited to: manage and direct the City's business and personnel; manage, control and determine the mission of its departments, building facilities, and operations; assign, repair, inspect, and retrieve City property and leased space; create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; direct the work force; increase or decrease the work force and determine the number of employees needed; hire, transfer, promote, and maintain the discipline and efficiency of its employees; establish work standards, schedules of operation and reasonable work load; and adopt rules of conduct (including acceptable dress standards as needed).

### ARTICLE 4 UNION RIGHTS

#### Access to New Employees

4. City of Richmond shall provide the Union written notice of, and access to, new employee orientation/onboarding meetings and information, as set forth below.

- A. Written Statement for New Employees: Within one (1) week of the new employee's start date, the Employer will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union stating the employee's classification is represented by the Union and the name and contact information of a representative of the Union. The Employer will provide the new employee with a packet of information that has been supplied by the Union including a membership application form.
- B. Notice: The Employer shall provide at least ten (10) business days' written notice, by email to addresses that the Union shall provide to the Employer, of all new employee orientations and onboarding meetings, whether the orientation takes place in person, online or through any other medium in which Employer personnel advise one or more new employees of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The notice provided to the Union will include the date, time, and location of the orientation/onboarding meeting(s).
- C. Access: At all orientation/onboarding meetings as defined in part B above, the Union shall be afforded up to thirty (30) minutes to meet privately with all Local 21- represented new employees who are present, without Employer-personnel or any other persons present, to make a presentation about the Union. Up to two of the Union's representatives may be bargaining unit members, and such bargaining unit members shall be granted paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Human Resources Director.
- D. Process for New Employees Whose Onboarding is One-on-One or Otherwise Not at a Group Meeting: To the extent that a new employee's onboarding/orientation process is individualized for that new employee, and/or to the extent that a new employee for any reason does not within thirty (30) days of beginning work, attend a group orientation or onboarding meeting satisfying parts B and C above, the following alternate provisions shall apply:
1. The Employer shall notify the Union and the new employee of a proposed thirty (30) minute time slot, during normal working hours, for up to two Union representative to meet privately with (and provide materials and information to) the new employee, without Employer-personnel or any other persons present. Up to two of the

Union's representatives may be bargaining unit members, and such bargaining unit members shall be granted paid release time sufficient to cover the Union's presentation and travel time. The Union may notify the Employer that the proposed thirty (30)-minute time slot to meet for Union orientation is unworkable, and in such event propose an alternate time.

2. Attendance at the agreed on date, time, and location of the Union orientation is mandatory for new employee(s).
- E. Information Exchange: Within thirty (30) days of hiring an employee, or by the first pay period of the month following hire, the Employer will provide IFPTE Local 21 with the below listed information in a digital or other usable data format:
1. Name
  2. Job Title
  3. Department
  4. Work Location
  5. Telephone number(s) [work, home and personal cellular]
  6. Personal email addresses on file with employer
  7. Home Address of the new hire

Similarly, the Employer (City of Richmond) will also provide the Union (IFPTE Local 21) with the above detailed information for all employees within the Bargaining Unit at least every one hundred and twenty (120) calendar days in a digital or other usable data format.

### **Stewards**

5. The Union may designate up to ten (10) members as its stewards for the purpose of assisting other Union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies, and ordinances regulating wages, hours and working conditions.

### **Stewards' Release Time**

6. The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when meeting with City representatives regarding grievances arising over the interpretation of rules, policies and ordinances regulating wages, hours and working conditions; provided, however, that said time is scheduled so as not to unduly interfere with work load and job requirements as determined by the Department Head or

division head.

### **Negotiating Team**

7. During negotiations for a successor to this Memorandum of Understanding, the Union may designate up to seven persons to meet and confer with the City's representatives.

### **Bulletin Boards**

8. The Union shall have the right to have bulletin board space designated exclusively for its use.

## **ARTICLE 5      DISCRIMINATION PROHIBITED**

9. There will be no discrimination against any employee because of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, national origin, lawful activities on behalf of the Union, lawful social activities not affecting or related to work performance, or for any other reason prohibited by law.
10. It is agreed that the City's Affirmative Action Plan is to be used as a reference to this section, but is not subject to the grievance or arbitration provisions of this Memorandum of Understanding.

## **ARTICLE 6      UNION DUES**

### **Dues Deductions**

11. Upon receipt of an employee's signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by IFPTE Local 21, and remit such dues or fees promptly to the Union. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form.
12. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee

deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

### **Maintenance of Membership**

13. All employees in a classification identified in Attachment A who are currently paying Union dues and all employees in such classifications who hereafter become members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding.
14. Effective January 1, 2016, the City agrees to an agency shop provision, in accordance with State Law, with automatic dues deduction (as delineated in paragraph 10 above).
15. During the term of this agreement, an employee in the classes included in this Memorandum of Understanding (Attachment A) and, in the case of a newly hired employee who will become a Union member within thirty (30) calendar days of employment, shall remain a member in good standing in the Union; or pay to the Union a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee or service fees to (1) American Cancer Society; (2) the American Heart Association; or (3) Sickle Cell Anemia Research and Education, Inc., (SCARE), in lieu thereof. As permitted by the Meyers-Milias-Brown Act (MMBA), the City of Richmond has designated all employees in the Human Resources Department as confidential employees. Each of the IFPTE Local 21 classifications listed below (which is subject to change; the Union will be notified if or when any changes occur) has access to and is asked to assist in Labor Relations including gathering and organizing documents, responding to request for information and preparing for bargaining, which includes providing feedback on the City's bargaining proposals.

Principal Personnel Analyst  
Employee Benefits Analyst  
Senior Personnel Analyst  
Personnel Analyst I  
Senior Employee Benefits Analyst  
Personnel Assistant

Administrative Services Analyst  
Senior Management Analyst  
Finance Manager  
Benefits Analyst  
Senior Human Resources Administrator

### **Indemnification**

16. The Union shall indemnify and save harmless the City, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said fees described above.

## **ARTICLE 7 SALARIES**

### **Direct Pay for Services**

#### *Salary Adjustments*

1. Each employee shall receive a lump sum payment in the amount of \$3,800.00 (pro rata for benefited part time employees) minus applicable payroll deductions. The Parties do not intend for this lump sum payment to be CalPERS compensable wages. The lump sum payment will be paid to employees on a check separate from the employee's bi-weekly paycheck. The City shall issue the lump sum payment checks within the first two pay periods after this City Council adopts this Memorandum of Understanding.
2. Effective the pay period including January 1, 2023, the City shall increase the monthly pay for all employees in the bargaining unit by 5.0% of the monthly pay rate in effect before such increase takes effect.
3. Effective the pay period including January 1, 2024, the City shall increase the monthly pay for all employees in the bargaining unit by 4.0% of the monthly pay rate in effect before such increase takes effect.
4. Effective the pay period including January 1, 2025, the City shall increase the monthly pay rate for all employees in the bargaining unit by 4.0% of the monthly pay rate in effect before such increase takes effect.

During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.



**Reopener:**

17. A reopener may be conducted only once during the term of the MOU at the request of Local 21, at any time prior to the expiration of the MOU, to discuss two non-economic matters of Local 21's choosing.

**Salary Increase:**

18. First line management employees' salaries will maintain a fifteen percent (15%) differential over the base salary of the highest paid Local 1021 (or general) employee they supervise. A first line supervisor is an employee who does not have any subordinate supervisors working for him/her.
19. When an employee receiving the differential is no longer supervising a Local 1021 employee requiring the fifteen percent (15%) differential, the employee's salary will revert to the appropriate step of his/her classification.
20. Positions certified by the Human Resources Department as bilingual in Spanish and other City-approved languages will receive \$200.00 per month bilingual pay.
21. Library employees who work between the hours of 5:00 P.M. and 9:00 P.M. shall receive ten dollars (\$10.00) per pay-period above their individual salary rate as additional compensation for those hours worked between 5:00 and 9:00 P.M. The ten-dollar differential shall be paid only for pay periods in which the employee works past 5:00 P.M.
22. When assigned to work five or more hours between the hours of 4:00 P.M. and 12:00 midnight, the Custodial Supervisor will receive an additional five percent (5%) above his/her individual salary rate. If assigned to work five or more hours between the hours of 12:00 midnight and 8:00 A.M., the Custodial Supervisor will receive an additional seven and a half percent (7½ %) above his/her individual salary rate.
23. The Construction and Maintenance Supervisor assigned to the Sewer Crew shall receive a five percent (5%) differential above his/her base pay.

**Acting Pay**

24. The Department Head must obtain official written approval through normal procedures, including a Personnel Action Form, when the Department Head intends to have a subordinate employee work temporarily in a higher paid classification. The Department Head must ensure that the employee who is to temporarily relieve in a higher paid classification must assume all or substantially

all of the duties and responsibilities of the higher paid classification and fulfill those duties for a period of five days before the Department Head attempts to obtain approval for such appointment. Upon completion of the fifth day of an employee assuming substantially all of the duties and responsibilities of the higher classification, the employee will receive a five percent (5%) differential or the entry step in the higher range, whichever is greater, retroactively to the first day of acting in the higher position. If the employee's anniversary date should occur during a period of acting in the higher position, the employee's acting pay will be increased an additional five percent (5%) from said anniversary date. Such assignments shall be for a specific period of time, as indicated on the Personnel Action Form but not to exceed one year. Prior to an acting assignment reaching one year the Director of Human Resources Management will review the need for the position and determine whether an examination should be conducted to permanently fill the position, or the acting appointment should be terminated.

25. The Department Head shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification. When acting as a Department Head or supervisor of a special staff office (such as Redevelopment Director) the person in the acting capacity will receive a ten percent (10%) salary differential.
26. City Manager's Authority to Appoint In Acting Capacity. If a vacancy occurs in an Assistant Department Head, Division Head, or a similar administrative position and in the absence of an appropriate employment list, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human Resources Management, to a position in such a class in an acting capacity, such appointment to be designated "acting" followed by the appropriate class title.
27. Generally, an employee who is relieving an Assistant Department Head, Division Head, or a similar administrative employee, when the relieving employee is paid salary commensurate with his/her duties and his/her position description includes acting as Department Head, shall not be promoted temporarily to the higher paid classification in the same division or department. However, the City Manager, in his/her discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the

higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

### **Definition of Class**

28. A group of positions sufficiently similar with respect to their duties and responsibilities that: (a) the same descriptive title may be used to designate the positions allocated to the class; (b) the scope and level of duties and responsibilities are similar; (c) the same qualifications and tests of fitness may be required of all incumbents; and (d) the same salary rate or range can apply with equity under substantially the same working conditions.

### **Use of Classification**

29. The listing of classifications by range number or by organization unit is not restrictive. Classifications of positions may be used in any organizational unit of the City government that is judged to be proper by the City Manager.

### **Salary Designations**

30. The salaries herein established are on a monthly basis, except as where otherwise designated.

### **Advancements and Promotions**

31. Salary advancements shall be made in conformance with the salary plan contained within this agreement and in conformance with the provisions of the City Charter and Personnel Rules as these relate to salary advancement and employee promotion.

### **Effect of Certain Personnel Actions Upon Salaries**

32. An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive his/her present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive his/her present salary. Such continuations of present salaries shall be designated as a "Y" rate. When an employee on a "Y" rate vacates his/her position, subsequent appointments to that position shall be made in accord with the salary ranges established by this agreement.

**Promotion – Effect On Rate of Compensation**

33. Whenever an employee is promoted to a higher class, he/she shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class and is at least five percent (5%) higher than his/her previous salary.

**Demotion**

34. The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary, for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the recommendations of the Department Head and the Director of Human Resources Management.

**Effect of Leave Of Absence Without Pay Upon Anniversary Date**

35. An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a service year shall have his/her anniversary date advanced by the number of days in excess of thirty (30) days.
36. A service year is the twelve-month period beginning when an employee is first hired, or on the day when an employee is promoted to a higher classification.
37. An employee's service year does not change if the employee's job is reclassified.
38. Step Increases and Vacation Accruals Affected by New Anniversary Date. When an employee's anniversary date is advanced because of leaves of absence without pay, the employee shall receive future step increases based upon his/her new anniversary date. An employee's rate of accrual of vacation will also be based on the new anniversary date.
39. Leave of absence for a period totaling less than 30 days without pay in the given service year shall have no effect upon the employee's anniversary date.

**Eligibility for Salary Advancement**

40. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification. Annual advancement shall not be automatic but shall depend upon the completion of a satisfactory performance evaluation, approved by his/her Department Head.

41. If a unit employee's performance evaluation is not completed and given to the employee within sixty (60) days after its "due date" and the employee is eligible for a step increase, the step increase shall be automatically granted.
42. Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons in accordance with Personnel Policies and procedures.

## **ARTICLE 8      INDIRECT PAY AND ALLOWANCES**

### **Insurance**

#### *Medical Plans*

### **Employee Health Insurance Contribution**

43. Effective for payroll covering the first of the month following adoption of the MOU, the City proposes amending the employee contribution toward health insurance from the existing \$125 per month to \$50 per month.

### **Employee Retiree Health Insurance Pre-Funding Trust Contribution**

44. The City proposes amending the existing \$100 per month employee contribution toward OPEB by adding a new subsection to Article 8 of the Parties' MOU as follows:
45. Effective the first full pay period following City Council adoption of this ratified MOU, employees' retiree medical benefit pre-funding trust contributions shall be determined by the second-step annual base wage for their current job classification. The contribution amounts are as follows:
46. Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.
47. Employees in job classifications with annual second-step base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.
48. Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.

49. These payments shall occur as payroll deductions and shall be tax-free to the extent allowed by law.
50. Part-time employees in the bargaining unit shall make monthly retiree medical benefit pre-funding trust contributions on a pro-rata basis. As an example, this means that a part-time employee in a job classification with a second step making less than \$60,000 per year who works a three-quarters time schedule (28.125 hours per week) would pay \$37.50 per month to the trust.
51. The City shall contract with the California Public Employees Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. Unless prohibited by PERS or by law, the health plan coverage described herein shall apply to persons retired.
52. The City shall pay \$20.00 per month to PERS on behalf of each active employee. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the minimum rate required by PERS regulations. In the event PERS requires an additional minimum employer payment for retirees in excess of \$1.00 per month, the City and the Union will meet and confer regarding payment of such additional amounts during the term of this agreement.
53. Active employees benefit account: In addition to the contributions listed above, the City shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less \$20.00, or any other less expensive medical plan included in PERS. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. If any employee chooses a plan more expensive than the Kaiser North medical plan, the City contribution shall be no more than the Kaiser North premium, less \$20.00, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee. For the term of this Agreement only, the City shall pay any increased premiums in the Kaiser North medical plan or plans that are less expensive.
54. The City shall not treat the City contributions of \$20.00 or the Employee Benefit

Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

55. Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carriers' rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made.
56. Retired Employees: Effective November 5, 1999, a monthly payment of \$244 shall be made to each retiree without dependents at the time of retirement or \$364 if the retiree has one or more dependents, provided that the retiree meets the eligibility requirements below. When a retiree or dependent becomes eligible for Medicare benefits, the monthly payments made to each retiree shall be \$202 and \$304 respectively. Notwithstanding the above, when the medical insurance premium for the retiree or the retiree and his/her dependents is less than the appropriate amount designated above, then the City shall only be obligated to pay to the retiree an amount equal to 100% of the actual medical premium.
57. After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Article 8, paragraph 49 shall be reduced by \$1.00 monthly until the monthly reduction reaches \$20.00.
58. To be eligible for the benefits of this section, the retiree must (1) retire on or after the implementation of this section and within 120 days of separation from the City payroll, and (2) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

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

59. The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS Medical program, with the exception that if the retiree goes from having one or more dependents to having no dependents, the amount shall be reduced from \$364 to \$244 or the corresponding decrease (\$304-\$202) if he/she is Medicare eligible. If the retiree fails to report the change in status to the City within 30 days of its occurrence, he/she shall be liable for refunding the excess amounts received.

60. If a retiree qualifying for benefits above is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City), said surviving spouse shall receive all the benefits described above and be subject to the same administrative procedures.
61. Any employee who retired on or after July 1, 2007, shall receive a monthly retiree medical contribution effective October 1, 2008 in the amount of \$394 for employee only or \$514 for employee plus one or more dependents. The City will increase its contribution by 5% each remaining year of the MOU. Effective January 1, 2009, the monthly retiree medical contribution will therefore be \$414 for employee only or \$540 for employee plus one or more dependents. Effective January 1, 2010, the monthly retiree medical contribution will therefore be \$435 for employee only or \$567 for employee plus one or more dependents. The annual 5% increase in the retiree medical reimbursement, and its application to retirees shall continue subject to negotiations between the parties, after the expiration of this MOU on June 30, 2010.

#### **Cafeteria Option**

62. Bargaining unit members who opt not to use the above medical insurance, and who can document to the City's satisfaction that he/she has group health insurance benefits through a spouse's plan or through another source shall receive a credit of \$200 (\$150 if not eligible for dependent coverage) a month. This option is available upon initial employment and at the annual insurance benefits "open period." In the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs. Bargaining unit members receiving the \$200 credit in lieu of benefits may apply the credit towards the IRS Section 125 Flexible Benefits Plan described in below, or receive the \$200 as a taxable addition to their salary.

#### **Dental Plan**

63. The City shall contribute the full premium toward group dental plan benefits for employees and dependents including \$1,500 maximum towards dental benefits and a \$2,000 maximum for orthodontics and adult orthodontic coverage.
64. Permanent part-time employees shall be entitled to participate in the dental plan provided that said employees, and not the City, will pay the premium charge for the dental plan.

#### **Vision Plan**

65. The City shall contribute the full premium for a no deductible group vision plan



providing for eye exams and new lenses every twelve months and new frames every twenty-four months.

66. Permanent part-time employees working 20 hours or more a week are eligible for this benefit.

**Life Insurance**

67. The City shall provide a group life insurance program providing for term life insurance equal to two times the employees' annual salary.

**Disability Insurance**

68. The City shall provide a Long Term Disability insurance program for full time classified employees. This program shall include payment of sixty percent (60%) of an employee's monthly salary for a maximum monthly benefit of \$5,000 after a 30-day waiting period. Disability insurance payments shall not extend beyond age 65 for disabilities caused by accident, and for a period not to exceed five years for disabilities caused by illness, subject to the insurance carrier's limitations.

**Flexible Benefits Plan**

69. Upon ratification by the Union and the City of this Memorandum of Understanding, the City will establish a Flexible Benefits Plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulations that may occur. The Flexible Benefits Plan will be available to all bargaining unit employees.
70. Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan.
71. Options available through the Plan are:
1. Medical Premiums
  2. Dependent Care
  3. Health Care Reimbursement

Any funds applied to options 1-3 would be tax-free.

**Employee Assistance Program**

72. The City and the Union recognize the value and need for counseling and assistance programs to help employees deal with problems such as alcohol or chemical

dependency, divorce, stress, psychological concerns or other circumstances which can interfere with job performance and job satisfaction. Both parties view the EAP as a positive tool to help deal with these types of problems.

73. The EAP shall provide preventive materials and training as well as individual diagnosis, counseling and crisis intervention. The City will contract with an Employee Assistance Program to provide up to five counseling visits without cost to the employee, per fiscal year.
74. Eligibility. The EAP is available to all bargaining unit employees and their families.
75. Referrals. Referral procedures will be designed to facilitate (a) self-referrals, (b) management referrals, (c) union referrals, (d) medical referrals, and (e) family referrals. After seeing a particular individual, the program may refer the client to other agencies, services or facilities, when appropriate. The ultimate decision to accept assistance through the program shall be reserved to the individual employee, but management may refer employees to the program.
76. Confidentiality. In the case of management referrals, the City shall, upon request, be informed of employee attendance in the program and whether the employee completed the program successfully. All other information shall be strictly confidential and shall be released only when requested by the employee.
77. Job Security. Referral to or participation in the diagnosis or counseling services of the EAP will not jeopardize any employee's job security or promotional opportunities.
78. Report and Evaluation. Every 6 months, a review of the EAP will be made to evaluate utilization and potential areas of improvement. Such review shall be made jointly by the Union and Management.
79. Contractual Rights and Obligations. An employee participating in the program shall be expected to meet all contractual obligations and established work rules, unless waived by mutual agreement of the City and the Union. Said employee shall have full access to the grievance procedure and other contractual protection.

### **Allowances**

80. Meal Allowance. A \$10.25 meal allowance shall be afforded each employee, who works four hours or more beyond his/her normal workday. Only one meal allowance will be allowed for any continuous period worked.

81. Professional Development Package. Upon the submission of appropriate documentation to the City, employees represented by the Union shall be entitled to receive up to \$750 per fiscal year for personal and professional development, to include computer hardware or software. Of this amount, up to \$250 may be used for health related items (e.g., club dues or athletic equipment). Any amounts not used by the end of the fiscal year, (June 30) shall not be carried to the succeeding fiscal year.

### **Certifications**

82. Any Public Works Superintendent assigned in the Waste Water Division shall be entitled to an additional five percent (5%) in salary by possessing a valid Grade 5 Waste Water Treatment Plant Operation Certificate issued by the State of California.
83. The City will reimburse each employee in a professional engineering classification the cost of professional registration and licensing certificates.
84. The City will contribute up to \$50 per year for each employee in a professional engineering classification toward annual professional association dues. Professional associations for which this contribution will be made must be approved in advance by the Department Head.
85. The City will reimburse each employee in a professional engineering classification in an amount not to exceed \$30 for the purchase of an electronic calculator to be used by the employee in the performance of his/her work. The reimbursement shall be on a one time and non-repetitive basis.
86. Any parks superintendent, senior supervisor or supervisor who is professionally trained and holds a valid hazardous materials application certificate shall receive an additional five percent (5%) of base salary.

### **Safety Shoes**

87. City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety shoes. Parties agree that such reimbursement shall be related to those classes of employees who have need of safety shoes in the performance of their duties. Parties further agree that evidence of purchase must accompany requests for such reimbursement. Employees to whom the City provides safety shoe reimbursement shall be required to wear them in the course of their work.

## ARTICLE 9      LEAVES

### Leaves of Absence Without Pay

88. The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.
89. At the City Manager's sole discretion, he/she may approve a sabbatical for up to one year for employees represented by the Union to encourage professional or personal development for an employee with six or more years of City service. Union and the City agree that the City shall only provide medical, dental and vision benefits during the sabbatical. Sabbatical is not a right but a privilege and is not an expected benefit for every employee.
90. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
  1. He/she makes written request of his/her Department Head stating the reasons;
  2. The Department Head recommends it;
  3. The Director of Human Resources Management recommends favorable action to the City Manager; and
  4. The City Manager approves it.
91. A request for leave of absence without pay for a period of three (3) days or less may be granted to an employee by his/her Department Head.
92. Failure on the part of an employee to report promptly at the expiration of his/her leave may be considered a cause for disciplinary action or discharge.
93. An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have his/her anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. This computation applies only to the anniversary date for determination of vacation leave accrual. In the case of the employee anniversary date for impending lay-off, all time taken as leave of absence without pay will be subtracted, in establishing the anniversary date.
94. The City Manager, upon recommendation of the Department Head and the

Director of Human Resources Management, shall have the authority to grant leaves of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific approval of the City Council.

95. All employees are expected to be at work each day, or inform their supervisor of each day they will be absent. An unexcused absence of three consecutive days or more shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.
96. If the employee or an authorized representative of the employee contacts the City Director of Human Resources Management within 15 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee within 15 working days. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

#### **Bereavement Leave**

97. Only City employees working full-time and continuously in a regularly established City position, permanent part-time employees or term appointees shall be eligible for the Bereavement leave provisions specified below.
98. In case of death within the immediate family of an eligible employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive work days for each such death. Such leave must have one or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate and similar problems.
99. Absence by eligible employees due to the death of persons other than those specified in this Section shall be either in no-pay status or as vacation in amounts needed.
100. Usage of the foregoing provisions of this section shall be subject to the approval of the Department Head, City Manager, or their fully authorized representative.

101. One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in the following paragraph. These would include nieces, nephews, and cousins.
102. "Immediate family" is defined as spouse, child, stepchild, parent, step-parent, guardian, grandparent, grandchild, uncle, aunt, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, minors living as a member of the family, and domestic partners.
103. Domestic partners are two adults who have chosen to share their lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

### **Sick Leave**

104. Accrual Rate. Each eligible employee shall accrue sick leave credits at the rate of one (1) day per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.
105. Accrual Rate for Other Than Full-Time Employees. Each employee working on an intermittent or part-time basis and who has worked 1,200 hours or more of the annually scheduled working hours in the preceding calendar year without a termination of employment, shall be entitled to a pro-rated sick leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40-hour work week and who have averaged 37-1/2 or more hours per week during the total scheduled work weeks per year shall be entitled to full sick leave provisions.
106. Each permanent part-time employee shall be entitled to pro-rated sick leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered and upon the further provision that employees who work a basic 40 hour work week and who have averaged 37 1/2 or more hours per week during the total scheduled work weeks per year shall be entitled sick leave provisions.
107. A part-time worker who converts to full-time (without a break in service) carries forward any pro-rated sick leave he/she has accrued at the time of entry into full-time work.
108. Exclusions from Sick Leave Provisions. All full-time and permanent part-time

employees of the Classified Services shall be entitled to sick leave as specified in the preceding paragraphs except the following:

109. Employees who work on an intermittent or part-time basis and who have worked less than 1,200 hours in the preceding calendar year.
110. Payment for Unused Sick Leave. Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.
111. Conversion of Sick Leave to Pension Credits. Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20862.8 of the California Government Code.
112. General Provisions. Each eligible employee may use sick leave to care for a member of his/her immediate household (spouse, child, domestic partner) and for a parent living outside the home who is incapacitated through illness or injury. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions. Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.
113. A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or Department Head and at such time thereafter during the same sick leave as the City Manager or Department Head shall deem necessary. In any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.

- 114. Each Department Head is responsible for insuring that these sick leave provisions are neither abused nor misused. This requirement shall include, but is not limited to, maintenance of simple, accurate written records, which are subject to audit.
- 115. Sick leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employee's sick leave.

**Parental Leave**

- 116. All parents, natural or adoptive, shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted natural mothers with appropriate medical documentation. During this leave the City will continue to pay the premium for the PERS medical plan. During this leave the employee shall be entitled to full access to long term disability insurance, subject to the terms of the LTD policy.
- 117. All parents granted a leave of absence as described above, shall receive one week's paid leave as part of their parental leave.

**Family and Medical Care Leave**

- 118. Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. The following provisions set forth unit members rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.
- 119. Amount of Leave. Eligible members are entitled to a total of 12 workweeks of leave during any 12 month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 120. The 12 month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.



121. Use of Other Accrued Leaves While on Leave. If a member requests leave for his/her own serious health condition, the member must also exhaust sick leave concurrently with the leave.
122. Leave shall also be concurrent with the time an employee is on paid leave due to a work related disability.
123. While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

#### **Jury Duty**

124. A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full pay leave during actual jury services. The following shall apply:
125. All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
126. Employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including workload, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.
127. Such leave may be based upon, but is not limited to, coroner, municipal court, county superior court, and federal jury duty.
128. Employees shall pay immediately to the City such amounts of money as they receive as per diem, but shall be entitled to keep such mileage payments as are made to them.
129. Each employee shall expeditiously report his/her probable absence for jury duty, and must report promptly the termination of active jury service. Employees whose shifts and days off are other than day shift Monday through Friday, shall be temporarily assigned day shift Monday through Friday for the duration of jury duty. Employees will be expected to give two weeks or more notice of their call

for jury duty.

### **Military Leave**

130. Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the Department Head the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves extended active duty in the military (including annual reserve training), the City will pay the difference between the employee's City pay and his/her extended active duty pay for a period of up to twelve months, if the employee's City pay is higher than the military pay. If the employee applies to the Public Employee Retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period of up to twelve months.
131. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer or other action not related to military leave.
132. This section, Military Leave, shall not apply to any employee in a class covered by this Memorandum of Understanding, who was a City employee on July 1, 1981, and as of that date, was an active member of a reserve military unit.

### **Vacation Leave**

133. Rate at Which Vacation Leave Shall Accrue for Full-Time Employees. Each employee working on a full-time basis shall accrue vacation at the rates specified below beginning with the date of original appointment.
134. The authorized annual vacation leave for employees shall be:
- | <u>WORKING DAYS</u> | <u>YEARS OF SERVICE</u> |
|---------------------|-------------------------|
| 10                  | 1-3                     |
| 15                  | 4-10                    |
| 20                  | 11-15                   |
| 25                  | 16-30                   |
| 30                  | 30 thereafter           |
135. Limitation on Vacation During First Year of Service. Each employee working full

time in a regularly established continuing position in the Classified Service normally must have served one (1) year continuously in order to be eligible to take vacation leave. When unusual needs exist and after proper formal approval has been obtained, the employee, after six (6) months of continuous service, may be permitted to take accumulated vacation.

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

1. At any time during the year when three vacation periods are accrued, the employee will cease earning vacation until the employee has utilized vacation and his/her balance has fallen below the maximum accrual, shown below. Each time the three-year maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the three annual vacation period accrual limit.

| <u>Years of Service</u> | <u>Maximum Accrual</u> |
|-------------------------|------------------------|
| 1-3                     | 30 working days        |
| 4-10                    | 45 working days        |
| 11-15                   | 60 working days        |
| 16-30                   | 75 working days        |
| 30+                     | 90 working days        |

2. No employee shall take more than the equivalent of two annual vacation periods in any one calendar year, except when vacation has been deferred at the request or order of the Department Head and approved by the City Manager, in the best interests of the City government and the employee.

137. Time at Which Vacation Shall be Taken. The times at which an employee shall take his/her vacation leave during the calendar year shall be determined by the Department Head or his or her designee with due regard for the wishes of the employee and particular regard for the needs of the service.

138. Effects of Holidays and Vacation Leave. In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

139. The provisions of this section shall not apply to the incumbents of those positions in which holidays, due to the necessity of public health and safety, are normal working days.

140. Effect of Extending Military Leave on Vacation Leave. For the purpose of

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

141. Vacation Amounts at Termination of Active Employment. Following termination of active employment from whatever cause, the City shall pay to the employee or the estate such vacation as was due to the employee at termination or shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination by deduction from severance pay or otherwise.
142. Vacation leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee's vacation balance.
143. Reinstatement. Upon reinstatement or reemployment to the Classified Service, an employee's anniversary date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.
144. Credit for Prior Employment. Employees who occupy professional or managerial positions shall, upon approval by the City Manager, be granted up to ten years of service credit in determining rate of vacation accrual, for professional or managerial experience as specified in the job description of the position held with a prior employer(s).
145. Vacation Sell-Back. Annually, employees with at least two (2) years of full-time, regular service shall have the option to sell back up to five (5) work days of accumulated vacation time. Payment of sold vacation time will be made on the second payroll in December. Eligible employees must exercise this option on forms provided by the City no later than October 1 preceding that calendar years payout. For calendar year 2001 only, the option date will be November 15

### **Injury Leave Payments**

146. Any City employee, who is unable to work because of bodily injury or illness which occurs while he/she is acting within the course and scope of his/her employment, shall be paid his/her full salary up to a maximum of twenty-six (26) weeks, over a period not to exceed eighteen (18) months, from the date of injury, subject, however, to the following conditions:
147. If any employee exhausts his/her twenty-six (26) weeks of full pay as described above, and continues to be temporarily disabled, he/she will be paid the appropriate temporary disability as prescribed by the Workers' Compensation code up to the maximum permitted.

148. When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. He/she may still be eligible for vocational rehabilitation maintenance.
149. During the time the employee is entitled to receive total temporary disability compensation payments, the City's liability is in accordance with the law but will not be greater than regular salary.
150. In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability payments or salary continuation. The employee may appeal this decision to the Workers' Compensation Appeals Board.
151. When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that he/she is a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of his/her position, the employee has the option to immediately apply for a disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels his/her rights are being violated due to their disability may file an internal complaint through the Human Resources Management Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.
152. An employee absent on injury leave who is medically certified able to return to full duties shall return to work on the return-to-work date. Failure to do so may subject the employee to discipline.
153. During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of his/her employment, neither his/her vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. He/she may, with the approval of the Department Head, use vacation time, if needed. If a claim is delayed for any reason and the employee is disabled, he/she may use sick leave until there is a decision on whether the disability is work related.
154. A permanent employee absent from duty on paid injury leave under this Section 9 shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave. This does not apply if an employee is no longer on salary continuation (off payroll) receiving temporary disability benefits.

- 155. A probationary employee will have his/her probationary period extended the same amount of time he/she is off work due to injury leave.
- 156. An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of his/her position will continue to receive Worker's Compensation benefits provided by law, if applicable.
- 157. In the event that an employee's injury or illness results from the carelessness or negligence of a third party, the City of Richmond will have the right of subrogation for reimbursement of salary and benefits paid by the City under the Self Insurance Program.
- 158. An employee may be seen by a doctor of his/her choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources Management prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

#### **Court Appearances**

- 159. Employees occasionally are required, by subpoena or otherwise, to be present at Court proceedings in connection with their City employment. Such Court appearances shall be in a full duty status. Employees are entitled, through normal administrative procedures, to payment by the City for out-of-pocket expenses.
- 160. Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time.

#### **Administrative Leave**

- 161. Employees represented by the Union shall be eligible to receive five days of Administrative Leave each Fiscal Year. Administrative Leave must be used in full day increments and may not be cashed out or carried over the following year.
- 162. Administrative Leave will be available after six months employment pro-rated for newly hired employees who have worked less than a full fiscal year. Administrative Leave will be pro-rated for those employees, but it still must be used in full day increments. After six months employment the employee will be credited with three days Administrative Leave and will receive one additional day for each remaining three months of the fiscal year they work.
- 163. Effective 01/01/2017, employees in IFPTE Local 21 classifications will receive one (1) additional administrative leave day (for a total of six (6) days of administrative

leave days in a fiscal year).

164. Effective 01/01/2018, employees in IFPTE Local 21 classifications will receive one (1) additional administrative leave day (for a total of seven (7) days of administrative leave days in a fiscal year).

**Communications Shift Supervisor Administrative Leave**

165. Communications Shift Supervisors will be granted two (2) administrative leave days each fiscal year beginning July 1. The two (2) days must be used by the end of each fiscal year, June 30, or the employee will forfeit them.

**Holidays**

166. All regular, full-time classified employees shall be allowed a fully paid leave of absence on the following named holidays:

|                                 |                                                         |
|---------------------------------|---------------------------------------------------------|
| Independence Day                | July 4                                                  |
| Labor Day                       | First Monday in September                               |
| Admission Day                   | September 9                                             |
| Columbus Day                    | Second Monday in October                                |
| Veteran's Day                   | November 11                                             |
| Thanksgiving Holidays           | Fourth Thursday in November<br>and the Friday following |
| Christmas Day                   | December 25                                             |
| New Year's Day                  | January 1                                               |
| Martin Luther King Jr. Birthday | Third Monday in January                                 |
| Presidents' Day                 | Third Monday in February                                |
| Memorial Day                    | Last Monday in May                                      |

167. In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days and two (2) hours paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's Department Head. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. It is understood that one of these floating holidays has been created in recognition of Cesar Chavez' Birthday and in the event that day becomes generally observed as a fixed holiday, the parties agree to convert one floating holiday to that fixed holiday.
168. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be

considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.

### **Part-Time Provisions**

- 169. Employees appointed to any of the classes referred to herein and employed or working on a part-time basis shall be paid in proportion to the time worked.
- 170. For the purpose of calculating sick leave and vacation leave accruals for part-time personnel, any time compensated as sick leave or vacation leave shall be considered as time worked. Less than full time employees shall advance to higher levels of leave accrual rates when their cumulative hours worked, during years that qualify for the accrual of leave benefits, equals the time required for full time employees to advance to higher accrual rates.
- 171. Vacation Leave and Sick Leave for employees who work half-time or more shall be set forth in appropriate sections of this agreement.
- 172. Part-time employees in the General Management Bargaining Unit will be allowed to carry over earned but unused sick leave and vacation credits from year to year within the vacation accrual maximums described in Article 9.
- 173. Permanent part-time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.
- 174. Permanent part-time employees who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will contribute on behalf of such employees, the \$20 monthly premium described in Article 8, paragraph 44.
- 175. Permanent part-time employees who regularly work 25 hours or more weekly shall receive the same medical plan benefits as full time employees.
- 176. Permanent part-time employees are eligible to participate in dental, vision, life insurance and LTD programs if plans allow. (See Article 8, paragraphs 55-60.)

### **Retirement System**

- 177. Effective January 1, 2005, the City shall contribute on behalf of each employee, in classes covered by this agreement, one-half of the employee's eight percent (8%) contribution to the Public Employees Retirement System (PERS). This Employer Paid Member Contribution ("EPMC") shall be treated as special compensation



under CalPERS "Pay and Report the Value of EPMC" provision. Employees shall be responsible for paying the remaining one-half of their contribution. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee-paid PERS contributions.

178. Effective July 1, 2005, the City shall cease its contributions to the employee's share of CalPERS cost and will cease reporting the value of "EPMC." Employees shall be responsible for paying the full amount of their required PERS contribution.

## ARTICLE 10 WORKING CONDITIONS

### Meal Periods and Rest Periods

179. Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift and another fifteen (15) minute rest period during the second half of the work shift.

### Working Hours

180. Departmental Working Hours. All offices of the City Government, except those for which special regulations shall be issued by the City Manager, shall be kept open each day except Saturday, Sunday, and holidays continuously from 8:30 A.M. until 5:00 P.M.
181. To assist in the orderly administration of the City Government, the following definitions shall be used:
182. The calendar week shall begin at 12:01 Sunday morning, and shall end at 12:00 midnight Saturday.
183. The "work week" shall be the normal, total working hours within the calendar week for each City employee.
184. The "normal work day" for all regular, full-time employees shall be one fifth of the "work week" as established for the classification/department.
185. The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, work days which are different from those herein defined in this section.
186. Length of Work Week. City employees generally shall have the following work weeks: general government employees at the Civic Center 37.5 hours, all other

City employees 40 hours

187. Attendance. Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

## ARTICLE 11 PERSONNEL PROVISIONS

### Layoff

188. Seniority Defined. Seniority is defined as days of continuous accrued service ("length of service") within any classification with the City. For layoff purposes all time on Worker's Compensation and Military Leave shall be added to this computation.
189. Provisional or acting appointment to a classification shall not be construed as service in such classification unless such appointment was to a probationary or part-time status in that classification.
190. Whenever there is lack of work, lack of funds, substantive change in duties or organization, return of an employee from leave of absence, or other valid reasons requiring reduction of personnel in a department or division of the City government, the required layoffs shall be made, in job classifications set forth in the classification plan of the City of Richmond, by the City Manager or designee in accordance with the following procedures:
191. All possibilities for a transfer to a vacant position must be exhausted before notice of layoff is given.
192. Whenever layoff of one or more employees becomes necessary, as defined in Article XIII of the City Charter and this section, such layoff shall be made by seniority within classification on a City-wide basis when employees with permanent appointments in the class are involved.
193. Whenever the effective date of appointment to a classification is the same for two or more employees, the original date of hire as a probationary or permanent part-time employee shall be used to determine which employee has greater length of service within the classification. The employee with the earliest permanent hire date shall be considered to have seniority in the classification in this situation. Whenever two (2) or more employees subject to layoff have the identical seniority, the order of layoff will be determined by lot, and the selection witnessed by a representative of the Union.

194. At least three (3) weeks prior to the effective date of a proposed layoff, the Department Head shall notify the Director of Human Resources Management of the proposed action with the reason therefore. At least two weeks prior to the effective date of a proposed layoff, the Human Resources Director shall notify the affected employee and the Union of the proposed action. The City will notify the Union when it has made a firm decision to effect layoffs. Upon notification to the Union, the City and Union will meet without delay, provided that such meeting shall not result in delays in layoffs. All employees faced with such notice shall, in the absence of an active disciplinary action, be considered eligible for rehire. If disciplinary procedures are in progress for any such employee, said individual may be laid off, but must be accorded all employee rights to exhaust appropriate appeal processes prior to final implementation of the layoff.
195. An employee designated to be laid off may exercise "bumping" rights to a previously held classification provided that his/her seniority (date of hire) in that classification exceeds the seniority (date of hire) of at least one employee in the classification.
196. An employee who has been laid off to a lower class or a comparable class with a lower salary will receive the salary step in the lower range closest to, but not exceeding his/her salary, or exceeding the top step of the lower range.
197. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional, acting and probationary employees City wide in the affected classification have first been laid off.
198. In the event of layoff the City shall prepare a list of employees in each section of the City's classified service which are subject to layoff. Said list shall serve as the basis for placement on a reemployment list. Reemployment shall occur in the order of cumulative time served (date of hire) in the classification(s) in which the employee has established eligibility. The City will ensure that said list will be presented to the Union Board of Directors at least five (5) days prior to the first "meet and confer" session.
199. Employees who are rehired into a classification other than the one from which they were laid off shall have the right to be reinstated into their previous position for a period of three (3) years in the event that vacancies occur in the classification or new positions are created after they are rehired.
200. The Director of Human Resource Management or a designee shall create and cause to be maintained a list of comparable classifications if any, for every classification in the classified service. Employees subject to layoff who do not possess bumping

rights will be considered for transfer to vacant positions outside the employees' current classification but within the bargaining unit as set forth in the comparable classification list.

201. An employee may volunteer to be laid off and placed on a reemployment list on the basis of seniority and comparability of assignment.
202. Interested employees who are placed upon a reemployment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any right held. In no instance shall an employee hired for temporary work serve in their position for a period to exceed 180 calendar days. If the City wishes to continue the employment services beyond the 180 day period, that employee shall be deemed to be recalled and returned to their previously held position with full time benefit and salary status. All employees hired in to temporary positions shall be paid at the level of compensation consistent with their classification and be given prorated benefits.
203. In the event an employee is offered and fails to accept a reassignment or transfer to a comparable position or a formerly held position in lieu of layoff, that employee shall be deemed to have been offered and declined such work and voluntarily terminated from the classified service. An employee in such a situation shall be removed from the reemployment list regardless of seniority.
204. No name shall be carried on a reemployment list for a period longer than two (2) years and the names of persons reemployed in a permanent position within the same classification shall upon reemployment be dropped from the list. A refusal to accept two (2) offers of reemployment within the same classification shall cause the name of the person to be dropped from the reemployment list.
205. The Director of Human Resource Management shall track seniority by classification whenever there is a reclassification and person remaining in the classified service who occupied the position so reclassified. A caveat in these circumstances is that the duties must have remained essentially the same and the previously held position has not been abolished. In any event, the individual must be considered eligible to occupy the reclassified position on the basis of comparability.

#### **Severance Pay**

206. A permanent management employee who is laid off due to reduction in force shall

be entitled to severance pay in the amount of six (6) days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in employment status.

207. A permanent management employee who is laid off due to reduction in force shall be entitled to severance pay as follows: three (3) months salary continuation and six (6) months continuation of medical and related insurance at the level of City contribution agreed to in the Memorandum of Understanding. The City will meet with individual employees to attempt to reduce the impact of income tax liability resulting from severance payments.

### **Probationary Period**

208. Purpose of the Probationary Period. The probationary period is a basic part of the employee selection process and shall be used for close observation of the probationary employee's work and conduct, for securing the most effective adjustment of a probationary employee to his/her position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.
209. Permanent employees who are in a new position due to reclassification of their position, or reorganization within the City are not subject to a new probationary period. A probationary employee whose classification is reclassified during his/her probation, will continue his/her original probationary period. A new probationary period will not begin due to a reclassification or reorganization.
210. Length of Probationary Period. All appointments made from eligible lists to permanent positions shall be subject to a probationary period. With the approval of the Director of Human Resources Management and the City Manager, continuous temporary service may be counted as part of the probationary period provided that the temporary service was in the same class and the same department to which the probationary appointment is made. Such probationary period shall be six months for employees who have been promoted from one position to another in the City service; however, this period may be extended up to an additional six months when that need has been demonstrated by the supervisor in probationary performance evaluations completed in accordance with procedures set forth in paragraphs 196 through 201 of this MOU. The probationary period shall be one year for all initial appointments except that the Department Head may request that a probationary employee may be granted earned permanent status in less than one year for exceptional performance.

211. When a permanent employee is promoted to a classification in which a license or certificate of proficiency is required, the probationary period shall be one year in order to provide the appointee with ample opportunity to acquire such certification.
212. Rejection During Probationary Period. During the probationary period, any probationary employee may be rejected any time and for any reason which is not unlawful by the Department Head. Release of probationary employees is not subject to the grievance procedure.
213. Rejection of Probationary Employees Following Promotion. Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she appointed unless charges are filed and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.
214. Probationary Performance Reports. It shall be the duty of each Department Head during the probationary period of each probationary employee in his/her organization to investigate thoroughly the probationary employee's adjustment, performance, and general acceptability to determine whether or not the probationary employee is fully qualified for permanent appointment. He/she shall be responsible for reports on the probationary employee's performance and conduct at the completion of every three (3) calendar months during the probationary period, or more frequently if deemed desirable by the Department Head, such reports to be reviewed with the probationary employee by the rater. The Department Head shall give a copy of the reports to the probationary employee.
215. The final probationary report on each probationary employee shall include the Department Head's recommendation to the City Manager to either retain or reject the probationary employee. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources Management.
216. Effects of Leaves of Absence on Probationary Period. The probationary period of a given employee shall be extended by the time equal to the time he/she has been on a leave of absence other than sick leave, vacation, or holiday leave during his/her probationary period. If sick leave or compensation leave exceeds 30 consecutive days, the additional days off will extend the probation period.

### **Resignation**

217. An employee wishing to leave the Classified Service in good standing shall file

with his/her supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning. The resignation shall be forwarded to the Director of Human Resources Management with a statement by the Department Head evaluating the services of the employee.

- 218. Once a written resignation is submitted to management, it can only be rescinded with the agreement of the City Manager; otherwise, it is automatically accepted.
- 219. Failure to comply with this section shall be entered on the employee's service record and may be cause for denying future employment with the City.

### **Transfer**

- 220. All vacancies shall be posted on appropriate bulletin boards for at least 15 working days so that present City employees may request transfer.
- 221. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Management Department.
- 222. There is a sixty (60) day "probationary period" for employees who transfer in the same class between departments. Either the employee or the City may decide that the employee should return to his/her former position and department during that probationary period.

### **Reassignment**

- 223. A Department Head shall have the right to reassign any employee from one position to any other position in the same class in his/her department. Factors to be considered when determining respective job assignments for permanent employees will include seniority as well as training, past performance and experience. However, no employee shall be reassigned from one position to another position in the same class in a different department unless both department heads consent and the employee so requests in writing; providing that, in the best interests of the service and upon the recommendation of the Director of Human Resources Management, the City Manager may so reassign an employee whether or not he/she requests it. An employee shall be given at least ten (10) working days advance notice of a reassignment, except in event of an emergency.
- 224. If the employee to be reassigned as defined in any of the situations above and the employee so desires, the employee can request mediation between themselves and their supervisor (the person who was responsible for making the decision to reassign the employee) and the Human Resources Director. The mediation must occur within seven (7) days of the employee's request but said request must occur

during the ten (10) business day period outlined above and is not intended to be used as a mechanism to extend the ten (10) business days that an employee can be reassigned by.

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

### **Nepotism**

226. In order to avoid real or perceived favoritism, no employee (permanent, temporary, or seasonal) may be in a direct or indirect supervisory position over a member of his/her immediate family nor may members of an immediate family report to the same supervisor. For purposes of this article, "immediate family" includes husband, wife, children, domestic partner, parents, grandparents, grandchildren, brother, or sister.
227. Where a work relationship as described in paragraph 211 exists within the City on or before June 23, 1997, the above provision will not be applied unless a problem is created by the immediate family relationship. A "problem" is the existence of a real or perceived act(s) of favoritism, unusual treatment, conflict of interest, unequal supervision, or unacceptable work behavior due to or related to the immediate family relationship which is not in the best interests of the morale, safety, health, security, or effectiveness, as determined by the City Manager.
228. In that event, the City will make every effort to remedy the situation as internal transfer opportunities occur without financial hardship to the employee(s). After every effort to remedy the situation has been made and the problem continues unabated, this provision in no way expands, diminishes, or in any way changes, alters, or modifies the existing authority of the City Manager to correct the problem.

### **Personnel Files**

229. Employees may inspect their personnel files in the central Human Resources Management Department or their department.
230. An employee will be given a copy of any derogatory information placed in the personnel file of the central Human Resources Management Department or their department.
231. Any derogatory information placed in the department personnel file must be



placed in the central personnel file with fifteen (15) days.

### **Notice of Intent to Contract Out Bargaining Unit Work**

232. The City will notify the Union at least forty-five (45) days in advance of any action proposed by the City to contract or subcontract work where such work is currently or customarily performed by any of the classifications represented herein. As used herein, the term "action" includes contracting with temporary agencies. Notification shall be accompanied by a list of the affected positions, if any. If the Union wishes to meet with the City over the City's proposed action, the Union will notify the City in writing within ten (10) days of receipt of the City's notice. The Union will forward a copy of its notice to the appropriate Department Head.

## **ARTICLE 12 GRIEVANCES AND APPEALS**

### **Grievance Procedure**

233. Definition of a Grievance. A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement or of the Personnel Rules, which adversely affects the grievant except for the following: rejection from probation; performance evaluations, any exercise or lack of exercise of Management Rights (Article 3), any complaint for which another avenue of appeal exists, and any claim of violation of law including the requirement to meet and confer under the Meyers-Milias-Brown Act. (For a definition of grievances which may go to Binding Arbitration, see Article 12, paragraphs 227-228. Any other grievances may not use the Binding Arbitration step).
234. Union as Grievant. The Union may be the grievant only when multiple grievances of the same action(s) are made by identified unit members.
235. Time Limits/Designees. All days are calendar days. The employee and/or the Union must initiate a grievance as provided in Step 1 within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have fourteen (14) days to respond to the grievance except at Step 3 wherein the City Manager shall have a reasonable period (not to exceed 30 days) in which to respond to the grievance. The employee and/or Union shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These time limits may be extended by mutual written agreement by the parties. Failure of the employee to respond within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step. Wherever

reference is made to "Department Head," "Human Resources Director," or "City Manager," such reference shall be deemed to include "or his/her designee".

236. Procedure: *Step 1.* The employee and/or the Union must present the grievance personally, in writing, to the Department Head which states: the grievant's name; the grievant's position; the date the grievance is filed; a factual account of the adverse action, including but not limited to, the names of the persons involved, the location of events, and the date and time of the adverse action; the specific Memorandum of Understanding provision or Personnel Rule violated; and the proposed remedy. This step is not intended to preclude open and frank discussions between the employee and his/her supervisor before a grievance is filed; however, the time limits will not be extended during this discussion period unless both parties agree in writing. The Department Head shall meet with the grievant and give a written answer to the grievance.
237. *Step 2.* If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.
238. *Step 3.* If the grievance is not resolved at Step 2, the grievant and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.
239. *Step 4.* Upon receipt of a written notice that the City Manager has rejected the grievance, the grievant and/or the Union shall have the right to present the matter to the Personnel Board under the Personnel Rule governing appeals and hearings or, where permitted, to present the matter to an arbitrator. See Article 12, Binding Arbitration, paragraphs 225-236.

### **Binding Arbitration**

240. Binding arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights to a Personnel Board hearing as described in Personnel Rule XI, and in Article XIII Section 7(a) of the City Charter. Specifically, employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager.
241. Applicability. This section applies only to employees covered by this agreement

as described in Attachment A. (See Attachment B for Communications Shift Supervisors' procedure.) This procedure shall be applicable only in the following situations.

- 242. Disputes concerning disciplinary actions greater than five days suspension without pay, including disciplinary termination of employment, pay reductions equivalent to greater than five (5) days' pay, and demotions.
- 243. Disputes over the agreement concerning interpretation and/or application of specific language in grievable sections of this Memorandum of Understanding for which no other avenue of redress exists may also be grieved to arbitration. Such request for arbitration must come only from the Union. In such circumstances, an arbitrator will decide how the specific requirement, condition, or provision of the agreement will be applied.
- 244. Time Lines. A written request for arbitration shall be served on the Director of Human Resources Management within fourteen (14) calendar days after the City Manager has delivered to the employee his/her decision on the disciplinary matter or contract interpretation/application issue. These time lines may be waived or extended only with the mutual written consent of both parties.
- 245. If the above time limitations are not met, the grievant or the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the proposed discipline or contract interpretation/application issue.
- 246. Selection of an Arbitrator. An impartial arbitrator shall be selected jointly by the City and Union. Within fourteen (14) calendar days of the request for arbitration, the moving party will request of the California State Conciliation Service a list of five arbitrators. Each party shall in turn cross off one name on the list; the first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall render a decision no later than 30 days after the arbitration hearing, unless otherwise agreed upon by the parties and the arbitrator. Such decision shall be in conformance to the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.
- 247. Decision of the Arbitrator is Binding. The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing and made in accordance with and in conformance to, the terms of this Memorandum of Understanding.
- 248. Fees and Expenses. The fees and expenses of the arbitrator and of a court reporter if used, shall be shared equally by the Union and the City. Each party, however,

shall bear the cost of its own attorney's fees or other presentation costs including but not limited to preparation for the hearing and post-hearing briefs, if any.

249. Limitations on Arbitrator's Authority and Jurisdiction. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the section above entitled Applicability.
250. Proposals to create, add to, or change this written agreement or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of the Management Rights section of this Memorandum of Understanding shall be submitted to this procedure.
251. No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment or to make any decision in violation of existing law. The arbitrators authority shall be limited only to the application and interpretation of the provisions of this written agreement. S/he shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to render an award on any action occurring before the effective date or after the stated termination date of this agreement.

### **ARTICLE 13 NO STRIKE**

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

### **ARTICLE 14 FULL UNDERSTANDING**

253. The Parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to June 30, 2025. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The Parties further agree that commencing within sixty (60) days following adoption of the 2021-2025 MOU, they shall update any or all provisions of the MOU on a "meet and agree" basis to update the agreement, remove out-of-date content, improve its reading comprehension or make any other mutually agreed-upon changes to the MOU.

## ARTICLE 15 RETROACTIVITY

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

## ARTICLE 16 MISCELLANEOUS PROVISIONS

### **Joint Communications Team**

255. In order to encourage open communications, promote harmonious labor relations, and resolve matters of mutual concern, the parties agree to create a Joint Communications Team. The Team may consider using available mediation services from the California Mediation and Conciliation Service or the Federal Mediation and Conciliation Service or other service upon which the Team members mutually agree. This team shall be exclusive to the parties to this agreement. The team shall be governed by the following principles:
256. The team will meet quarterly or more often as mutually agreed to by the parties.
257. The agenda for each meeting will be decided five working days in advance of the negotiating sessions and will not substitute for negotiations.
258. The City will release at least two members from the bargaining unit for attendance at team meetings. Additional members may be released depending on the subject matter of the agenda item and prior agreement by the team members to do so. Management will provide at least two members of the team.

### **Weingarten Rights**

259. The Supreme Court has ruled that an employee is entitled to have a Union representative present during any investigatory interview which may result in discipline. This entitlement is referred to as an employee's Weingarten Rights.
260. The employee must request that a Union representative be called into the meeting.
261. The employee must have a reasonable belief that discipline will result from the meeting.
262. The employee has the right to know the subject of the meeting and the right to consult a Union representative prior to the meeting to get advice.
263. The Union advises an employee not to refuse to attend a meeting if a steward is

requested but denied. The Union suggests the employee attend the meeting and repeatedly insist upon the right to have a Union representative present. If this fails, the Union suggests that the employee not answer any questions and take notes.

### **Catastrophic Leave**

264. The City's Catastrophic Leave policy is attached hereto as Attachment C.

### **Due Process Rights in Disciplinary Actions**

265. The following is an outline of the rights typically referred to as "Skelly Rights."
266. If an employee is subject to a demotion, suspension, dismissal, or reduction in pay, the City shall provide the employee with a written notice stating the reason(s) for the disciplinary action is based, a listing of the alleged violations, a copy of any documents upon which management relied in proposing the action, a period of time between the notice and a date to respond to the charges at a disciplinary meeting with management known as a "Skelly" meeting. The employee may respond in writing or in person on that date.
267. Any employee who is subjected to a disciplinary hearing shall be entitled to have present a representative of the Union.
268. Appeals will be handled through the procedures in the City Charter or Article 12.

## **ARTICLE 17 SEPARABILITY OF PROVISIONS**

269. In the event any provisions of this Memorandum of Understanding are declared by a Court of competent jurisdiction to be illegal or unenforceable, such finding shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **ARTICLE 18 REPRESENTATION RIGHTS**

### **Specific Limitations on Representation Rights**

270. Affected Classes. The classes of Safety and Staff Development Coordinator, Personnel Analysts I and II, Personnel Assistant, Senior Personnel Analyst and Senior Administrative Analyst in the Human Resources Management Department shall be subject to the following restrictions:
271. Maximum of Four Designated. The City may, at its discretion, designate up to four members of the above classes to actively assist the City during collective

bargaining. Any individuals so designated shall be placed on "restricted status" during the period of "active" collective bargaining. Individuals may be designated to actively assist the City in the following units: (1) general employees (Local 790); (2) fire employees (Local 188 and fire management); and (3) police employees (RPOA and police management). Only one individual shall be actively assigned per unit, although one individual may be assigned to actively assist in all management negotiations. No Union member shall be actively assigned to assist the City in this unit's negotiations. If police and police management, or fire and fire management, are open simultaneously, only one of this unit's managers will be responsible for active assistance in fire or police as the case may be.

272. Definition of Active Assistance. In order to be considered "actively assisting" the City during collective bargaining, said individual must be present during collective bargaining, or have direct knowledge of strategies and planning in regards to the assigned collective bargaining. The period of "active participation" shall commence no sooner than sixty (60) days prior to the commencement of formal negotiations and shall terminate upon finalization of negotiations between the City and the bargaining unit.
273. Nature of the Restriction. Any individuals who are in "restricted status" shall be excluded from any meetings or deliberations of the Union, its officers, agents, employees or members, which cover the topics of collective bargaining. In addition, confidential information acquired from collective bargaining shall not be disclosed to the Union, its officers, agents, employees, or members by said individuals.
274. Definition of Collective Bargaining. Collective bargaining, as defined herein, applies to formal contract negotiations, mid-contract term re-opener negotiations, or other mid-contract term negotiations provided said restricted employee' is present during the negotiations, is actively assisting City negotiators or has direct knowledge of strategies and planning in regard to the assigned negotiations.
275. Grievances and Discipline (Human Resources Staff). Union members of the Human Resources Management Department will not serve as Union representatives in grievance or disciplinary actions brought by this unit's members.

**Disqualification of Union Members Working as Assistant Department Heads, and Members Participating on City Bargaining Teams**

276. Grievances and Discipline. Members of the Union who are employed as Assistant Department Heads shall be restricted from representing unit members in grievance or disciplinary proceedings in the Assistant Department Head's

department. In such a case, the Assistant Department Head will keep confidential from the Union representatives any knowledge which he/she has acquired in the case, except that Union representatives shall be entitled to receive any information that they normally would be entitled to receive as a result of their certification as the bargaining representative.

277. Negotiations. Members of the Union who participate in City negotiations with other units and who acquire direct knowledge of City strategies and planning in those negotiations shall keep said information confidential from the Union.

#### **Violation of This Article**

278. Should the City determine that it believes the Union, or any restricted member or Assistant Department Head, has violated this Attachment, then the City shall provide the Union with written notice of the suspected violation. If the Union believes that the City has violated any provision of this Attachment, then the Union shall provide the City with written notice of the suspected violation.
279. Any dispute arising out of the interpretation or application of this Attachment shall be subject to the "meet and confer" provisions of the Meyers-Milias-Brown Act. If the dispute is not resolved by meeting and conferring, then either party may, upon written notice to the other request outside mediation through the California State Mediation and Conciliation Service.
280. If the City suspects any member of the Union who is a "restricted member" as defined by this Attachment, or an Assistant Department Head, has violated the restrictions of this Attachment, then the City is empowered to initiate disciplinary action against the member. Resolution of any such disciplinary action shall be subject to the appeal procedures of this Memorandum of Understanding.
281. The Union hereby waives its right to challenge the restrictions imposed by this Attachment on "restricted members" and on Assistant Department Heads during the term of this Memorandum of Understanding.

### **ARTICLE 19      TERM OF AGREEMENT**

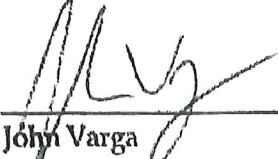
282. This Agreement shall become effective July 1, 2021, and shall continue in effect through June 30, 2025.



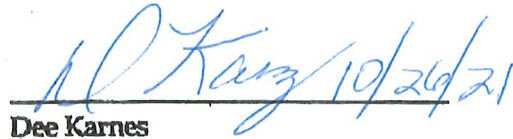
For the Union:

 9/14/21

Sean Stalbaum  
Chief Negotiator  
Mid-Managers Assn., IFPTE Local 21

 9/14/21

John Varga  
Representative  
Mid-Managers Assn., IFPTE Local 21

 10/26/21

Dee Karnes  
President  
Mid-Managers Assn., IFPTE Local 21

Kymberlyn  
Carson-  
Thrower

Digitally signed by Kymberlyn  
Carson-Thrower  
DN: cn=Kymberlyn Carson-Thrower,  
o=Community Services Department,  
ou, email=Kymberlyn\_Carson-  
Thrower@ci.richmond.ca.us, c=US  
Date: 2021.10.29 11:33:21 -0700

Kymberly Carson-Thrower  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21



Alfredo Gonzalez  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21

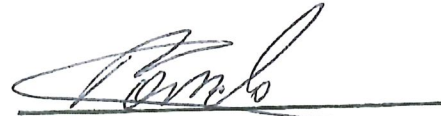


Eva Mann  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21

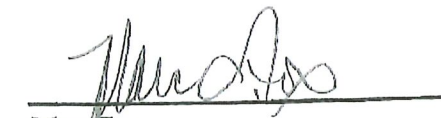
For the City:



Jack Hughes  
Chief Negotiator  
City of Richmond



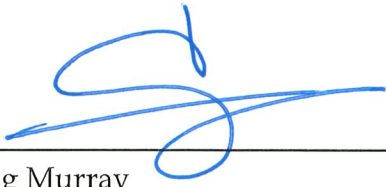
Anil Comelo  
Interim Deputy City Manager  
City of Richmond



Marc Fox  
Interim Human Resources Director  
City of Richmond

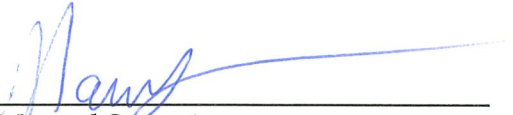


Bruce Soublet  
Senior Assistant City Attorney  
City of Richmond



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Craig Murray  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21



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Manuel Sarracino  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21



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Yvette Williams-Barr  
Bargaining Team Member  
Mid-Managers Assn., IFPTE Local 21

ATTACHMENT A. SALARIES AND CLASSIFICATIONS

| <b>City of Richmond<br/>IFPTE Local 21 General Management Employees<br/>Monthly Payroll Schedule<br/>Effective July 1, 2015</b> |              |               |               |               |               |               |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| <b>Job Class Title</b>                                                                                                          | <b>Range</b> | <b>Level</b>  |               |               |               |               |
|                                                                                                                                 |              | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |
| Accounting Administrator                                                                                                        | 069C         | \$8,117       | \$8,524       | \$8,950       | \$9,399       | \$9,868       |
| Accounting Manager                                                                                                              | 069C         | \$8,117       | \$8,524       | \$8,950       | \$9,399       | \$9,868       |
| Administrative Librarian                                                                                                        | 060D         | \$7,158       | \$7,496       | \$7,868       | \$8,247       | \$8,657       |
| Administrative Services Analyst                                                                                                 | 055D         | \$6,357       | \$6,674       | \$6,977       | \$7,315       | \$7,684       |
| Administrative Svcs.Div.Mgr                                                                                                     | 060          | \$6,994       | \$7,323       | \$7,684       | \$8,056       | \$8,456       |
| Art & Cultural Manager                                                                                                          | 055D         | \$6,357       | \$6,674       | \$6,977       | \$7,315       | \$7,684       |
| Assistant Adm. Analyst                                                                                                          | 043D         | \$5,174       | \$5,417       | \$5,649       | \$5,914       | \$6,187       |
| Assistant Capital Projects Manager                                                                                              | 064G         | \$7,832       | \$8,224       | \$8,636       | \$9,067       | \$9,520       |
| Assistant City Engineer                                                                                                         | 069D         | \$8,702       | \$9,124       | \$9,575       | \$10,038      | \$10,534      |
| Assistant Comm Dev Prog Mgr                                                                                                     | 060F         | \$7,310       | \$7,675       | \$8,025       | \$8,412       | \$8,837       |
| Assistant Director E & T                                                                                                        | 067D         | \$8,285       | \$8,702       | \$9,124       | \$9,575       | \$10,038      |
| Assistant Director Of P.W.                                                                                                      | 070C         | \$10,075      | \$10,580      | \$11,109      | \$11,664      | \$12,248      |
| Assistant Director Planning                                                                                                     | 063          | \$7,144       | \$7,501       | \$7,876       | \$8,269       | \$8,682       |
| Assistant Harbormaster                                                                                                          | 051B         | \$5,658       | \$5,900       | \$6,211       | \$6,520       | \$6,814       |
| Assistant To The Parks Superintendent                                                                                           | 060D         | \$7,158       | \$7,496       | \$7,868       | \$8,247       | \$8,657       |
| Assisted Housing Manager                                                                                                        | 058D         | \$6,829       | \$7,158       | \$7,496       | \$7,868       | \$8,247       |
| Associate Admin. Analyst                                                                                                        | 055D         | \$6,357       | \$6,674       | \$6,977       | \$7,315       | \$7,684       |
| Associate Civil Engineer                                                                                                        | 061E         | \$7,443       | \$7,815       | \$8,206       | \$8,617       | \$9,048       |
| Audit Manager                                                                                                                   | 060D         | \$7,158       | \$7,496       | \$7,868       | \$8,247       | \$8,657       |
| Benefits Analyst                                                                                                                | 055B         | \$6,211       | \$6,520       | \$6,814       | \$7,146       | \$7,505       |
| Budget Administrator                                                                                                            | 069C         | \$8,117       | \$8,524       | \$8,950       | \$9,399       | \$9,868       |
| Budget Analyst I                                                                                                                | 043D         | \$5,174       | \$5,417       | \$5,649       | \$5,914       | \$6,187       |
| Budget Analyst II                                                                                                               | 055D         | \$6,357       | \$6,674       | \$6,977       | \$7,315       | \$7,684       |
| Building Inspector Supervisor                                                                                                   | 060E         | \$7,499       | \$7,855       | \$8,241       | \$8,640       | \$9,067       |
| Building Mtce. Supervisor.                                                                                                      | 058D         | \$6,829       | \$7,158       | \$7,496       | \$7,868       | \$8,247       |
| Building Official                                                                                                               | 071A         | \$9,802       | \$10,293      | \$10,807      | \$11,347      | \$11,915      |
| Bus. Assistance Officer                                                                                                         | 062          | \$7,323       | \$7,684       | \$8,056       | \$8,456       | \$8,880       |
| Bus. Dev. & Real Property Mgr.                                                                                                  | 062          | \$7,323       | \$7,684       | \$8,056       | \$8,456       | \$8,880       |
| Business Analyst I                                                                                                              | 054C         | \$6,295       | \$6,610       | \$6,940       | \$7,287       | \$7,652       |
| Business Analyst II                                                                                                             | 063          | \$7,144       | \$7,501       | \$7,876       | \$8,269       | \$8,682       |
| Business Systems Manager                                                                                                        | 069F         | \$9,321       | \$9,787       | \$10,278      | \$10,792      | \$11,333      |
| Cable Television Manager                                                                                                        | 055          | \$6,675       | \$6,970       | \$7,319       | \$7,685       | \$8,069       |

|                                           |      |         |          |          |          |          |
|-------------------------------------------|------|---------|----------|----------|----------|----------|
| Cable Television Engineering Coordinator  | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Cable Television Programming Coordinator  | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Capital Projects Budget Analyst           | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Capital Projects Manager                  | 070D | \$9,535 | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| CCTV and Wireless System Specialist       | 063  | \$7,144 | \$7,501  | \$7,876  | \$8,269  | \$8,682  |
| Chief Accountant                          | 072  | \$8,686 | \$9,122  | \$9,578  | \$10,056 | \$10,559 |
| Chief Harbor Engr/Dep Port Dir            | 070D | \$9,535 | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| Chief Of Housing Development              | 069E | \$9,076 | \$9,531  | \$10,006 | \$10,507 | \$11,033 |
| Chief Of Planning & Operations            | 070A | \$8,711 | \$9,145  | \$9,595  | \$10,042 | \$10,534 |
| Chief Of Redevelop Projects               | 069F | \$9,321 | \$9,787  | \$10,278 | \$10,792 | \$11,333 |
| Chief Stationary Engineer                 | 058D | \$6,829 | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Code Enforcement Manager                  | 069E | \$9,076 | \$9,531  | \$10,006 | \$10,507 | \$11,033 |
| Code Enforcement Superintendent           | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Code Enforcement Supervisor               | 063A | \$6,946 | \$7,292  | \$7,658  | \$8,040  | \$8,443  |
| Comm & Econ Develpt Finance Mgr           | 069D | \$8,702 | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Comm & Econ Develpt Oper. Specialist II   | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Comm. Affairs Coordinator                 | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Comm. Develop. Con.Svc Coord              | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Comm. Develop. Finance Coord              | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Comm. Develop. Program Mgr                | 069D | \$8,702 | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Comm. Prog. Plng. Specialist              | 058  | \$6,670 | \$6,994  | \$7,323  | \$7,684  | \$8,056  |
| Comm. Services Admin Mgr                  | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Comm. Services Program Mgr                | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Comm.& Econ. Develpt Oper. Specialist I   | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Communications Center Manager             | 070D | \$9,535 | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| Communications Manager                    | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Communications Shift Supervisor           | 055E | \$7,115 | \$7,470  | \$7,808  | \$8,186  | \$8,598  |
| Construction & Maintenance Supvr.         | 139  | \$6,322 | \$6,651  | \$6,979  | \$7,328  | \$7,694  |
| Contract Compliance Prog Dir              | 069D | \$8,702 | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Contract Compliance Spec. I               | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Contract Compliance Spec. II              | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Coordinator of Neigh Services             | 064  | \$7,684 | \$8,056  | \$8,456  | \$8,880  | \$9,322  |
| Crime Analyst                             | 055B | \$6,211 | \$6,520  | \$6,814  | \$7,146  | \$7,505  |
| Crime Prevention Manager                  | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Custodial Maintenance Supervisor          | 052F | \$5,885 | \$6,168  | \$6,477  | \$6,792  | \$7,125  |
| Custodial Supervisor                      | 039D | \$4,778 | \$4,984  | \$5,174  | \$5,417  | \$5,649  |
| Data Processing & Application Manager     | 069F | \$9,321 | \$9,787  | \$10,278 | \$10,792 | \$11,333 |
| Deputy Budget & Financial Service Agy Dir | 069H | \$9,398 | \$9,868  | \$10,361 | \$10,879 | \$11,422 |
| Deputy Building Official                  | 070D | \$8,978 | \$9,428  | \$9,893  | \$10,383 | \$10,890 |
| Deputy Dir of Housing Auth                | 069E | \$9,076 | \$9,531  | \$10,006 | \$10,507 | \$11,033 |
| Deputy Dir. Housing-CED                   | 070D | \$9,535 | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| Deputy Dir. of Public Svcs. (City Engr.)  | 070D | \$9,535 | \$10,013 | \$10,499 | \$10,991 | \$11,532 |

|                                         |      |          |          |          |          |          |
|-----------------------------------------|------|----------|----------|----------|----------|----------|
| Deputy Dir. P.W. Oper/Mtce              | 070D | \$9,535  | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| Deputy Dir. Redevelopment -CED          | 070D | \$9,535  | \$10,013 | \$10,499 | \$10,991 | \$11,532 |
| Dev & Capital Improve Prog Mgr          | 064G | \$7,832  | \$8,224  | \$8,636  | \$9,067  | \$9,520  |
| Development Project Manager I           | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Development Project Manager II          | 064E | \$8,106  | \$8,506  | \$8,928  | \$9,370  | \$9,831  |
| Director For Business Dev.              | 064A | \$7,543  | \$7,905  | \$8,296  | \$8,711  | \$9,145  |
| Economic Development Administrator.     | 069E | \$9,076  | \$9,531  | \$10,006 | \$10,507 | \$11,033 |
| Economic Development Mrktg.Mgr          | 067D | \$8,285  | \$8,702  | \$9,124  | \$9,575  | \$10,038 |
| Electrical Supervisor                   | 058D | \$6,829  | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Emergency Preparedness Assist           | 042F | \$5,645  | \$5,903  | \$6,156  | \$6,418  | \$6,722  |
| Emergency Services Manager              | 064  | \$7,684  | \$8,056  | \$8,456  | \$8,880  | \$9,322  |
| Employee Benefits Anaylst               | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Employment Program Manager              | 055  | \$6,638  | \$6,970  | \$7,319  | \$7,685  | \$8,069  |
| Energy Conservation Manager             | 062  | \$7,323  | \$7,684  | \$8,056  | \$8,456  | \$8,880  |
| Engineer Infrastructure Admin           | 066  | \$7,347  | \$7,715  | \$8,101  | \$8,506  | \$8,931  |
| Engineering Operations Administrator    | 043D | \$5,174  | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Environmental Manager                   | 061E | \$7,443  | \$7,815  | \$8,206  | \$8,617  | \$9,048  |
| Environmental Service Manager           | 071B | \$10,322 | \$10,837 | \$11,380 | \$11,950 | \$12,547 |
| Equipment Services Superintendent       | 064D | \$7,720  | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Equipment Supervisor                    | 058D | \$6,829  | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Executive Assistant to the City Manager | 049A | \$6,031  | \$6,331  | \$6,651  | \$6,984  | \$7,334  |
| Facilities Manager                      | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Family Self Sufficiency Coord           | 062A | \$5,335  | \$5,601  | \$5,881  | \$6,175  | \$6,483  |
| Finance Manager                         | 064F | \$8,296  | \$8,710  | \$9,145  | \$9,602  | \$10,082 |
| Finance Manager I                       | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Finance Manager II                      | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Financial Analyst                       | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Financial Services Manager              | 064B | \$7,518  | \$7,946  | \$8,375  | \$8,804  | \$9,231  |
| Financial Svcs Administrator            | 069C | \$8,117  | \$8,524  | \$8,950  | \$9,399  | \$9,868  |
| GIS Administrator                       | 068F | \$8,598  | \$9,027  | \$9,479  | \$9,954  | \$10,452 |
| Grants Manager                          | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Harbor Engineer                         | 061E | \$7,443  | \$7,815  | \$8,206  | \$8,617  | \$9,048  |
| Harbormaster                            | 060  | \$6,994  | \$7,323  | \$7,684  | \$8,056  | \$8,456  |
| Head of Reference                       | 054C | \$6,295  | \$6,610  | \$6,940  | \$7,287  | \$7,652  |
| Housing Asset Manager                   | 067D | \$8,285  | \$8,702  | \$9,124  | \$9,575  | \$10,038 |
| Housing Finance Supervisor              | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Housing Mtce. Supervisor                | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Housing Operations Manager              | 064  | \$7,684  | \$8,056  | \$8,456  | \$8,880  | \$9,322  |
| Housing Programs Analyst                | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Housing Rehab. Code Enf.Sup             | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Housing Services Supervisor             | 060  | \$6,994  | \$7,323  | \$7,684  | \$8,056  | \$8,456  |
| Human Relations Officer                 | 062  | \$7,323  | \$7,684  | \$8,056  | \$8,456  | \$8,880  |

|                                               |      |          |          |          |          |          |
|-----------------------------------------------|------|----------|----------|----------|----------|----------|
| Human Relations Specialist                    | 052H | \$5,885  | \$6,171  | \$6,482  | \$6,798  | \$7,129  |
| Human Resources Manager                       | 090A | \$11,580 | \$12,157 | \$12,767 | \$13,405 | \$14,076 |
| Industrial Building Inspector                 | 060G | \$8,154  | \$8,563  | \$8,979  | \$9,419  | \$9,864  |
| Information Technology Manager                | 071D | \$10,020 | \$10,521 | \$11,049 | \$11,601 | \$12,183 |
| Investment Analyst                            | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Law Office Supervisor                         | 135E | \$6,068  | \$6,115  | \$6,621  | \$6,952  | \$7,300  |
| Legal Assistant                               | 049A | \$6,031  | \$6,331  | \$6,651  | \$6,984  | \$7,334  |
| Library & Comm Svcs Admin. Manager            | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Library Access Svcs Manager                   | 043D | \$5,174  | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Literacy Program Coordinator                  | 046D | \$5,418  | \$5,648  | \$5,915  | \$6,184  | \$6,483  |
| Literacy Program Manager                      | 058  | \$6,670  | \$6,994  | \$7,323  | \$7,684  | \$8,056  |
| Management Analyst I                          | 043D | \$5,174  | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Management Analyst II                         | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Marketing Manager                             | 064A | \$7,543  | \$7,905  | \$8,296  | \$8,711  | \$9,145  |
| Marketing Specialist                          | 060D | \$7,158  | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Microcomputer Support Spec I                  | 062A | \$5,335  | \$5,601  | \$5,881  | \$6,175  | \$6,483  |
| Microcomputer Support Spec. II                | 055D | \$6,357  | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Neighborhood Services Liaison                 | 058  | \$6,670  | \$6,994  | \$7,323  | \$7,684  | \$8,056  |
| Networking & Systems Engineer                 | 068E | \$8,108  | \$8,514  | \$8,938  | \$9,386  | \$9,855  |
| Network and Systems Security Officer          | 070E | \$9,674  | \$10,158 | \$10,537 | \$11,199 | \$11,761 |
| Networking & Systems Spec. I                  | 054C | \$6,295  | \$6,610  | \$6,940  | \$7,287  | \$7,652  |
| Networking & Systems Spec. II                 | 063  | \$7,144  | \$7,501  | \$7,876  | \$8,269  | \$8,682  |
| Office Engineer                               | 061E | \$7,443  | \$7,815  | \$8,206  | \$8,617  | \$9,048  |
| Office of Neighborhood Safety Program Manager | 064G | \$7,832  | \$8,224  | \$8,636  | \$9,067  | \$9,520  |
| Operations Administrator                      | 043D | \$5,174  | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Paratransit Coordinator                       | 046E | \$5,950  | \$6,229  | \$6,498  | \$6,800  | \$7,115  |
| Paratransit Operation Supervisor              | 043D | \$5,174  | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Parks & Landscaping Superintendent            | 064D | \$7,720  | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Parks Supervisor                              | 135E | \$6,068  | \$6,115  | \$6,621  | \$6,952  | \$7,300  |
| Payroll Supervisor                            | 057  | \$6,861  | \$7,205  | \$7,565  | \$7,944  | \$8,340  |
| Personnel Analyst I                           | 043E | \$5,547  | \$5,809  | \$6,054  | \$6,337  | \$6,632  |
| Personnel Analyst II                          | 055B | \$6,211  | \$6,520  | \$6,814  | \$7,146  | \$7,505  |
| Personnel Assistant                           | 049A | \$6,031  | \$6,331  | \$6,651  | \$6,984  | \$7,334  |
| Plan Checking Engineer                        | 064G | \$7,832  | \$8,224  | \$8,636  | \$9,067  | \$9,520  |
| Police Administrative Manager                 | 070F | \$9,880  | \$10,374 | \$10,895 | \$11,458 | \$12,004 |
| Police Records and Property Manager           | 064  | \$7,684  | \$8,056  | \$8,456  | \$8,880  | \$9,322  |
| Port Administrator                            | 069D | \$8,702  | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Port Maintenance Manager                      | 058D | \$6,829  | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Port Marketing/Operations Manager             | 069D | \$8,702  | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Port Traffic Manager                          | 058  | \$6,670  | \$6,994  | \$7,323  | \$7,684  | \$8,056  |
| Principal Personnel Analyst                   | 069D | \$8,702  | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Principal Planner                             | 064  | \$7,684  | \$8,056  | \$8,456  | \$8,880  | \$9,322  |

|                                           |      |         |          |          |          |          |
|-------------------------------------------|------|---------|----------|----------|----------|----------|
| Procurement Analyst                       | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Programmer Analyst I                      | 054C | \$6,295 | \$6,610  | \$6,940  | \$7,287  | \$7,652  |
| Programmer Analyst II                     | 063  | \$7,144 | \$7,501  | \$7,876  | \$8,269  | \$8,682  |
| Project Coordinator                       | 064E | \$8,106 | \$8,506  | \$8,928  | \$9,370  | \$9,831  |
| Property Manager                          | 051D | \$5,792 | \$6,040  | \$6,357  | \$6,674  | \$6,977  |
| Public Information Officer                | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Public Safety Technology Supervisor       | 068F | \$8,598 | \$9,027  | \$9,479  | \$9,954  | \$10,452 |
| Public Works Administrative Manager       | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Public Works Fac. Mtce Superintendent     | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Public Works Inspector Supvr.             | 058D | \$6,829 | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Public Works Operations Administrator     | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Public Works Streets Mtce Superintendent  | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Public Works Superintendent               | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Purchasing Manager                        | 057  | \$6,861 | \$7,205  | \$7,565  | \$7,944  | \$8,340  |
| Recreation Supervisor                     | 052H | \$5,885 | \$6,171  | \$6,482  | \$6,798  | \$7,129  |
| Redevelopment Admin Svcs Manager          | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Redevelopment Contract Administrator      | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Redevelopment Contract Administrator II   | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Redevelopment Specialist I                | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Redevelopment Specialist II               | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Redevelopment Specialist III              | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Redev't Agency Construction Svcs. Coordr. | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Rent Program Services Analyst I           | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Rent Program Services Analyst II          | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Resident & Comm. Svcs Spec I              | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Resident & Comm. Svcs Spec II             | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Revenue Manager                           | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Richmond Hsng Auth Contract Administrator | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Risk Management Analyst I                 | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Risk Manager                              | 071A | \$9,802 | \$10,293 | \$10,807 | \$11,347 | \$11,915 |
| Safety & Staff Dev't Coordinator          | 064  | \$7,684 | \$8,056  | \$8,456  | \$8,880  | \$9,322  |
| Senior Accountant                         | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Administrative Analyst             | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Administrative Analyst (+15%)      | 060F | \$7,310 | \$7,675  | \$8,025  | \$8,412  | \$8,837  |
| Senior Assistant to the Mayor             | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Budget Analyst                     | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Business Analyst                   | 068E | \$8,108 | \$8,514  | \$8,938  | \$9,386  | \$9,855  |
| Senior Business Assistance Officer        | 064E | \$8,106 | \$8,506  | \$8,928  | \$9,370  | \$9,831  |
| Senior Buyer                              | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Civil Engineer                     | 064C | \$8,617 | \$9,048  | \$9,499  | \$9,975  | \$10,474 |
| Senior Dev Project Manager                | 069D | \$8,702 | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Senior Employee Benefits Analyst          | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |

|                                               |      |         |          |          |          |          |
|-----------------------------------------------|------|---------|----------|----------|----------|----------|
| Senior Employment Program Specialist          | 062A | \$5,335 | \$5,601  | \$5,881  | \$6,175  | \$6,483  |
| Senior Human Resources Administrator          | 068E | \$8,108 | \$8,514  | \$8,938  | \$9,386  | \$9,855  |
| Senior Liab. Claims Investigator/Examr.       | 053D | \$5,659 | \$5,932  | \$6,229  | \$6,531  | \$6,852  |
| Senior Management Analyst                     | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Parks Supervisor                       | 139D | \$6,763 | \$7,111  | \$7,467  | \$7,839  | \$8,231  |
| Senior Personnel Analyst                      | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Planner                                | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Programmer Analyst                     | 068E | \$8,108 | \$8,514  | \$8,938  | \$9,386  | \$9,855  |
| Senior Project Manager                        | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Senior Property Manager                       | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Senior Redevelopment Accountant               | 060D | \$7,158 | \$7,496  | \$7,868  | \$8,247  | \$8,657  |
| Senior Work.Comp.Claim Examiner               | 059  | \$6,814 | \$7,146  | \$7,505  | \$7,868  | \$8,245  |
| Source Control Superintendent                 | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Staff Assistant to the City Council           | 055D | \$6,357 | \$6,674  | \$6,977  | \$7,315  | \$7,684  |
| Stationary Engineer Supervisor                | 058D | \$6,829 | \$7,158  | \$7,496  | \$7,868  | \$8,247  |
| Superintendent of Equip & Transportation Svcs | 064D | \$7,720 | \$8,097  | \$8,494  | \$8,919  | \$9,366  |
| Supervising Housing Manager                   | 052H | \$5,885 | \$6,171  | \$6,482  | \$6,798  | \$7,129  |
| Supervising Office Assistant                  | 042E | \$4,945 | \$5,187  | \$5,443  | \$5,727  | \$6,013  |
| Sustainability Coordinator                    | 043D | \$5,174 | \$5,417  | \$5,649  | \$5,914  | \$6,187  |
| Systems Administrator                         | 066  | \$7,347 | \$7,715  | \$8,101  | \$8,506  | \$8,931  |
| Technical Support Manager                     | 066  | \$7,347 | \$7,715  | \$8,101  | \$8,506  | \$8,931  |
| Technical System Manager                      | 068F | \$8,598 | \$9,027  | \$9,479  | \$9,954  | \$10,452 |
| Technology Application Specialist             | 054C | \$6,295 | \$6,610  | \$6,940  | \$7,287  | \$7,652  |
| Traffic Engineer                              | 069D | \$8,702 | \$9,124  | \$9,575  | \$10,038 | \$10,534 |
| Treatment Plant Laboratory Supvr.             | 054E | \$6,957 | \$7,304  | \$7,660  | \$8,032  | \$8,412  |
| Waste Water Maintenance Supvr.                | 058E | \$6,958 | \$7,298  | \$7,638  | \$8,018  | \$8,406  |
| Waste Water Supervisor                        | 058E | \$6,958 | \$7,298  | \$7,638  | \$8,018  | \$8,406  |
| Waste Water/Storm Water Manager               | 071A | \$9,802 | \$10,293 | \$10,807 | \$11,347 | \$11,915 |
| Web Coordinator                               | 068E | \$8,108 | \$8,514  | \$8,938  | \$9,386  | \$9,855  |
| Wharfinger                                    | 141D | \$6,644 | \$6,977  | \$7,298  |          |          |
| Workers' Comp/Return to Work Coordinator      | 059  | \$6,814 | \$7,146  | \$7,505  | \$7,868  | \$8,245  |
| Workforce Program Coordinator                 | 062A | \$5,335 | \$5,601  | \$5,881  | \$6,175  | \$6,483  |



ATTACHMENT B

**Special Provisions for Communications Shift Supervisors**

**Sick Leave**

Sick leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employee's sick leave.

Communications Shift Supervisors as hourly employees will charge their sick leave on their time sheets as each hour or portion of an hour is used.

**Vacation Leave**

Vacation leave shall be used in no less than four hour periods. Time off for four hours or less will not be charged to employees' vacation balance.

Communications Shift Supervisors as hourly employees will charge their vacation leave on their time sheets as each hour or portion of an hour is used.

Communications Shift Supervisors will bid for vacation assignments based on seniority as follows. At the beginning of each calendar year, Communications Shift Supervisors will submit written vacation requests for the entire year to the Communications Supervisor. Assignments will be based on seniority within the class of Communications Shift Supervisor and its predecessor class, Senior Communications Dispatcher.

**Administrative Leave**

Due to their hourly status and eligibility for overtime, Communications Shift Supervisors are not eligible for Administrative leave.

**Holidays**

When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.

In the case of Communications Shift Supervisors if staffing does not permit an alternate day off, the employee shall receive an additional day of pay.

Communications Shift Supervisors who work more than one shift on a holiday shall only receive credit for one holiday, but shall receive time and one half for all hours worked. For purposes of determining whether hours

worked are on a holiday, a holiday is the 24 hour period of the day listed in this agreement, starting at 0000 hours and ending at 2400 hours.

#### Shift Differential

An employee who is regularly assigned to work five (5) or more hours between the hour of 4:00 p.m. and 12:00 midnight (swing shift) shall receive an additional five percent (5%) above his/her individual salary rate. An employee who is regularly assigned to work five (5) or more hours between the hours of 12:00 midnight and 8:00 a.m. (graveyard shift) shall receive an additional seven and one-half percent (7-1/2%) above his/her individual salary rate.

Employees working relief shifts (defined as shifts where an employee is required to change from days, swing, and graveyard on a regular basis, but not when such changes occur less frequently than once each six months) shall receive in addition to their regular compensation 7-1/2% when working graveyard, 5% when working swing, or 2-1/2% when working days.

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

Shifts will generally be assigned and bid for by seniority.

#### Overtime

Rate of Compensation for Overtime Worked. As hourly employees, Communication Shift Supervisors who are required to work, during any one calendar week, in excess of either his/her normally scheduled work day or work week shall be compensated either by cash at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, or by compensatory time off at the rate of one and one-half (1 1/2) times the amount of time worked as overtime, except where federal legislation regarding overtime compensation may preclude the exercise of this option.

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

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

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

#### Call Back Time

An employee called back to work shall be credited with a minimum amount of three hour's time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher, supervisor, or the senior staff person on duty at the Waste Water Treatment Plant) to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee.

The Police Department may assign duties to employees called back for an entire three hour period.

#### Certain Exceptions and Exclusions

Each employee who works under a seasonal, limited term, part-time or intermittent appointment shall be excluded from these provisions until the total hours actually worked by such employee in a calendar week exceeds the full work week as herein defined.

ATTACHMENT C

**SUMMARY OF CATASTROPHIC LEAVE POLICY, IMPLEMENTED BY  
RESOLUTION NO. 159-92**

1. In order to be eligible, an employee must be suffering from a severe illness or injury expected to incapacitate the employee for an extended period of time, or a similar illness or injury to spouse, dependent minor child, or parent. Employee has to have one year paid status and have exhausted all sick leave\*, vacation, and compensatory leave. Cannot be used in conjunction with Workers' Compensation or Long Term Disability benefits.
2. Employee's Department Head must recommend leave to City Manager for his/her approval. Initial approval is for 327 hours, additional hours may be approved.
3. Other employees may donate in hourly increments from their vacation balances. In order to donate, the employee must be able to maintain at least a 37.5 hour vacation balance for him/herself.
4. Once approved, the employee's Department Head, or designee, should circulate a memo to interested parties letting them know of the need for catastrophic leave. The back side of the memo should include the form an employee donor can fill out and submit to Finance.

\* impossible to exhaust all sick leave on family member, as MOUs and ordinances limit the number of hours that can be used.

**ATTACHMENT D**

**Health and Welfare Benefits for Registered Domestic Partners**

The City agrees to provide medical, dental and vision plan insurance coverage to domestic partners of City employees as defined by Cal. Family Law Code Sec. 297, and who are registered accordingly with the Secretary of State.

Per letter exchange between City  
(September 23, 2005) and Union  
(September 28, 2005)

## ATTACHMENT E

### CITYWIDE SERVICE QUALITY COMMITTEE

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

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

- ◇ review appropriate work and performance standards
- ◇ recommend revisions to such standards
- ◇ monitor productivity of work units, and
- ◇ recommend steps for improvement in productivity and service delivery

The committee shall operate by consensus. A maximum of five representatives of Local 21 (two standing members and three subject matter experts) and five representatives of SEIU shall participate in the committee.

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

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

## ATTACHMENT F

### **Side Letter Regarding Special Provisions for Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor (Assigned to the Police Department)**

The following provisions apply solely to employees in the classifications listed below whom are regularly assigned to the Police Department:

The City and Local 21 have agreed that the following special provisions, consecutively numbered 1 8, will apply to the classifications of Systems Administrator, Network and Systems Specialist II, Network Systems Manager and Public Safety Technology Supervisor.

Special Provisions applicable to the classifications of Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor:

#### **Sick Leave**

1. As hourly employees, employees in these classifications will charge their sick leave on their time sheets as each hour or portion of an hour is used.

#### **Vacation Leave**

2. As hourly employees, employees in these classifications will charge their vacation leave on their time sheets as each hour or portion or an hour is used.

#### **Administrative Leave**

3. Due to their hourly status and eligibility for overtime, employees in these classifications will not be eligible for Administrative Leave as described in paragraphs 152 and 153 of the Memorandum of Understanding.

#### **Overtime**

4. Rate of Compensation for Overtime Worked. As hourly employees, employees in these classifications who are required to work, during any one calendar week, in excess of either his/her normally scheduled work day or work week shall be compensated by cash at the rate of one and one-half (1 ½) times the amount of

time worked as overtime.

5. Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime of record.
6. All overtime work shall be subject to prior approval of the Chief of Police or his/her designee.

### **Call Back Time**

7. An employee called back to work shall be credited with a minimum amount of three hours' time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee
8. The Police Department may assign duties to employees called back for an entire three hour period.



INDEX

|                                                    |    |
|----------------------------------------------------|----|
| Acting Pay .....                                   | 7  |
| Active employees benefit account .....             | 12 |
| Administrative Leave .....                         | 28 |
| Advancements .....                                 | 9  |
| Allowances.....                                    | 16 |
| Anniversary Date-Effect of LOA Without Pay .....   | 10 |
| Attendance .....                                   | 32 |
| <br>Bereavement Leave .....                        | 19 |
| Bilingual .....                                    | 7  |
| Binding Arbitration .....                          | 40 |
| Bulletin Boards.....                               | 4  |
| <br>Construction and Maintenance Supervisor .....  | 7  |
| Conversion of Sick Leave to Pension Credits .....  | 21 |
| Court Appearances .....                            | 28 |
| Custodial Supervisor .....                         | 7  |
| <br>Definition of Class .....                      | 9  |
| Demotion .....                                     | 10 |
| Dental Plan .....                                  | 14 |
| Departmental Working Hours .....                   | 31 |
| Direct Pay for Services .....                      | 6  |
| Disability Insurance.....                          | 15 |
| Discrimination Prohibited .....                    | 4  |
| Dues Deductions.....                               | 4  |
| <br>Employee Assistance Program.....               | 15 |
| <br>Family and Medical Care Leave .....            | 22 |
| First Line Management Employees Differential ..... | 7  |
| Flexible Benefits Plan.....                        | 15 |
| Floating Holidays .....                            | 29 |
| Full Understanding .....                           | 42 |
| <br>General Provisions .....                       | 1  |
| Grievance and Appeals .....                        | 39 |
| Grievance-Definition.....                          | 39 |
| Grievance-Time Limits .....                        | 39 |
| <br>Holidays .....                                 | 29 |
| <br>Immediate Family Definition .....              | 20 |
| Indirect Pay and Allowances.....                   | 11 |
| Injury Leave Payments.....                         | 26 |
| <br>Jury Duty.....                                 | 23 |
| <br>Layoff .....                                   | 32 |
| Leaves.....                                        | 18 |

INDEX

|                                                |    |
|------------------------------------------------|----|
| Leaves of Absence Without Pay .....            | 18 |
| Leaves of Absences with Pay .....              | 19 |
| Length of Work Week .....                      | 31 |
| Library Employees .....                        | 7  |
| Life Insurance.....                            | 15 |
| Maintenance of Membership .....                | 5  |
| Management Rights .....                        | 1  |
| Meal Allowance .....                           | 16 |
| Meal Periods .....                             | 31 |
| Medical Plans.....                             | 11 |
| Military Leave .....                           | 24 |
| Miscellaneous Provisions.....                  | 43 |
| Negotiating Team .....                         | 4  |
| Nepotism .....                                 | 38 |
| No Strike .....                                | 42 |
| Parental Leave .....                           | 22 |
| Part-Time Provisions.....                      | 30 |
| Payment for Unused Sick Leave.....             | 21 |
| Personnel Files.....                           | 38 |
| Personnel Provisions.....                      | 32 |
| Probationary Performance Reports.....          | 36 |
| Probationary Period.....                       | 35 |
| Probationary Period-Effects of LOA.....        | 36 |
| Probationary Period-Length .....               | 35 |
| Probationary Period-Purpose .....              | 35 |
| Professional Development Package .....         | 17 |
| Promotion-Effect on Rate of Compensation ..... | 10 |
| Recognition.....                               | 1  |
| Rejection During Probationary Period .....     | 36 |
| Representation Rights .....                    | 44 |
| Rest Periods .....                             | 31 |
| Retired Employees.....                         | 13 |
| Retirement System .....                        | 30 |
| Retroactivity .....                            | 43 |
| Safety Shoes .....                             | 17 |
| Salaries.....                                  | 6  |
| Salary Advancement .....                       | 9  |
| Salary Designations.....                       | 9  |
| Seniority Defined .....                        | 32 |
| Separability of Provisions .....               | 44 |
| Service Year .....                             | 10 |
| Sick Leave.....                                | 20 |
| Sick Leave Accrual Rate .....                  | 20 |
| Signature Page .....                           | 48 |
| Stewards Release Time.....                     | 3  |
| Term of Agreement .....                        | 46 |

INDEX

|                                  |    |
|----------------------------------|----|
| Union Dues .....                 | 4  |
| Union Rights .....               | 1  |
| Vacation Leave.....              | 24 |
| Vacation Leave Accrual Rate..... | 24 |
| Vacation Sell-Back.....          | 26 |
| Vision Plan .....                | 14 |
| Weingarten Rights .....          | 43 |
| Working Conditions .....         | 31 |

**City of Richmond and the IFPTE Local 21 Union –**

**Mid-Management Unit**

**2022 Classification and Compensation Meet and Confer**

**City Proposal Number 1 – Version 4**

**Date:** May 9, 2023

**Subjects:** Classification and Compensation Study Implementation

TAJWH  
5-12-23

**Proposal**

The City proposes to implement the 2021 Segal Classification and Compensation Study for all represented classifications via the below side letter to the Parties' current MOU. The City further proposes to address the Union's interest for an across-the-board minimum increase for employees by adding a base wage increase for all bargaining unit members in the amount of 4.0% effective July 1, 2023.

**MOU Side Letter Language**

The City of Richmond ("City") and IFPTE Local 21 Mid-Management Unit ("Union") (collectively, "the Parties") have met and conferred in good faith pursuant to California law and Article 7 of the Parties' 2021 - 2025 Memorandum of Understanding concerning implementation of the 2021 Segal Classification and Compensation Study ("Study"). The Parties hereby agree as follows:

1. The Parties approve the IFPTE Local 21 Mid-Management Unit Salary Adjustments from the Segal Classification and Compensation Study Final Report dated June 2021. (Attachment A.)
2. The Parties approve the IFPTE Local 21 Mid-Management Unit Job Description updates from the Segal Classification and Compensation Study Final Report dated June 2021 as amended by the Parties. (Attachment B.)
3. The equity adjustments will be implemented the first full pay period following City Personnel Board adoption of the job description changes. The City will recommend adoption of this side letter including Attachments A & B to the City Council. The City will also recommend approval of the Job Description changes to the Personnel Board.
4. The Parties shall conduct bi-weekly video conferences to review the City's progress implementing the Segal Classification and Compensation Study for the Mid-Management Unit until the Personnel Board has completed the process of adopting the updated job descriptions.

The City will implement the Compensation Study by placing employees in the proposed grade for their job classification as stated in Attachment A. Job classifications receiving an equity adjustment will be placed in the range reflecting the value of the equity adjustment recommendation by Segal. Job classifications that do not receive an equity adjustment will remain in their current salary range. Individual employees will be placed at a step within their salary range that is most similar to their current range that does not cause a reduction in base wage.

**Base Wage Increase**

The City will increase base wages for all classifications in the Mid-Management Unit in the amount of 4.0% effective the pay period which includes July 1, 2023. The 4.0% base wage increase is separate from the agreed upon equity adjustments for the Mid-Management Unit.

The Parties will not further amend their current Memorandum of Understanding as a result of this Agreement. This Agreement embodies all items agreed upon by and between the Parties regarding the Study as addressed above.

For the City:

 May 12, 2023

For the IFPTE Local 21 Mid-Management Unit:

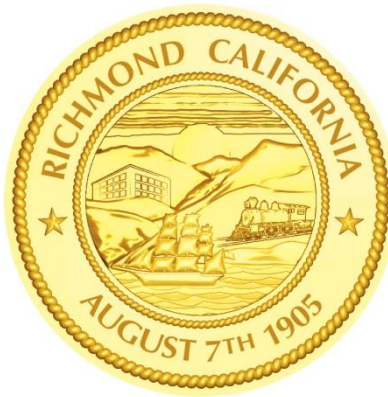
 5/15/23

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# Memorandum of Understanding

between the

City of Richmond



and the

I.F.P.T.E Local 21  
Executive Management



TABLE OF CONTENTS

(Subject to change)

City of Richmond and IFPTE Local 21, AFL-CIO Executive Management  
2021-2025 Memorandum of Understanding

|                                                                                                                |          |
|----------------------------------------------------------------------------------------------------------------|----------|
| <b>SECTION 1 – RECOGNITION .....</b>                                                                           | <b>1</b> |
| <b>SECTION 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES .....</b>                                                | <b>1</b> |
| <b>SECTION 3 – UNION RIGHTS.....</b>                                                                           | <b>2</b> |
| 3.1 STEWARDS .....                                                                                             | 2        |
| 3.2 STEWARDS’ RELEASE TIME .....                                                                               | 2        |
| 3.3 BARGAINING TEAM.....                                                                                       | 2        |
| 3.4 BULLETIN BOARDS .....                                                                                      | 2        |
| 3.5 NAMES AND CLASSES OF REPRESENTED EMPLOYEES .....                                                           | 2        |
| 3.6 WORK ACCESS.....                                                                                           | 2        |
| 3.7 NEW EMPLOYEE ORIENTATIONS .....                                                                            | 3        |
| <b>SECTION 4 – DISCRIMINATION PROHIBITED .....</b>                                                             | <b>4</b> |
| <b>SECTION 5 – UNION DUES .....</b>                                                                            | <b>4</b> |
| 5.1 UNION DUES DEDUCTIONS .....                                                                                | 4        |
| 5.2 INDEMNIFICATION.....                                                                                       | 5        |
| <b>SECTION 6 – SALARIES .....</b>                                                                              | <b>5</b> |
| 6.1 SALARY RANGES .....                                                                                        | 5        |
| 6.2 PAY FOR NEW EMPLOYEES .....                                                                                | 5        |
| 6.3 SALARY UPON REEMPLOYMENT .....                                                                             | 5        |
| 6.4 MERIT INCREASES WITHIN RANGE .....                                                                         | 6        |
| 6.5 SALARY UPON PROMOTION .....                                                                                | 7        |
| 6.6 PAY UPON TRANSFER .....                                                                                    | 7        |
| 6.7 PAY UPON DEMOTION .....                                                                                    | 7        |
| 6.8 PAY UPON RECLASSIFICATION.....                                                                             | 7        |
| 6.9 BILINGUAL PAY .....                                                                                        | 8        |
| 6.10 ACTING PAY .....                                                                                          | 8        |
| 6.11 CHANGES IN SALARY ALLOCATION .....                                                                        | 9        |
| <b>SECTION 7 – INDIRECT PAY AND ALLOWANCES .....</b>                                                           | <b>9</b> |
| 7.1 DEFINITION OF REGISTERED DOMESTIC PARTNER .....                                                            | 9        |
| 7.2 MEDICAL INSURANCE .....                                                                                    | 9        |
| 7.3 CAFETERIA PLAN .....                                                                                       | 10       |
| 7.4 HEALTH CARE REIMBURSEMENT ACCOUNT .....                                                                    | 10       |
| 7.5 DEPENDENT CARE REIMBURSEMENT ACCOUNT .....                                                                 | 11       |
| 7.6 INTERNAL REVENUE CODE SECTION 132 PLAN .....                                                               | 11       |
| 7.7 EMPLOYEE’S CONTRIBUTION TOWARD HEALTH INSURANCE AND TO OTHER POST-<br>EMPLOYMENT RETIREMENT BENEFITS ..... | 11       |
| 7.8 RETIREE MEDICAL INSURANCE.....                                                                             | 12       |
| 7.9 CITY’S SUPPLEMENTAL RETIREE HEALTH INSURANCE CONTRIBUTION TO RETIREES.....                                 | 12       |



TABLE OF CONTENTS

(Subject to change)

City of Richmond and IFPTE Local 21, AFL-CIO Executive Management  
2021-2025 Memorandum of Understanding

|                                                                         |                                         |           |
|-------------------------------------------------------------------------|-----------------------------------------|-----------|
| 7.10                                                                    | DENTAL PLAN.....                        | 15        |
| 7.11                                                                    | VISION PLAN.....                        | 15        |
| 7.12                                                                    | LIFE INSURANCE .....                    | 15        |
| 7.13                                                                    | DISABILITY INSURANCE .....              | 15        |
| 7.14                                                                    | EMPLOYEE ASSISTANCE PROGRAM.....        | 16        |
| 7.15                                                                    | ALLOWANCES .....                        | 16        |
| 7.16                                                                    | CERTIFICATIONS .....                    | 17        |
| 7.17                                                                    | SAFETY SHOES AND UNIFORM ALLOWANCE..... | 17        |
| 7.18                                                                    | DEFERRED COMPENSATION .....             | 17        |
| <b>SECTION 8 – LEAVES</b> .....                                         |                                         | <b>17</b> |
| 8.1                                                                     | LEAVES OF ABSENCE WITHOUT PAY .....     | 17        |
| 8.2                                                                     | BEREAVEMENT LEAVE.....                  | 19        |
| 8.3                                                                     | SICK LEAVE .....                        | 19        |
| 8.4                                                                     | PARENTAL LEAVE.....                     | 20        |
| 8.5                                                                     | FAMILY AND MEDICAL CARE LEAVE.....      | 20        |
| 8.6                                                                     | JURY DUTY .....                         | 21        |
| 8.7                                                                     | MILITARY LEAVE.....                     | 22        |
| 8.8                                                                     | VACATION LEAVE.....                     | 22        |
| 8.9                                                                     | INJURY LEAVE PAYMENTS .....             | 23        |
| 8.10                                                                    | COURT APPEARANCES .....                 | 24        |
| 8.11                                                                    | ADMINISTRATIVE LEAVE .....              | 25        |
| 8.12                                                                    | HOLIDAYS.....                           | 25        |
| <b>SECTION 9 – RETIREMENT SYSTEM</b> .....                              |                                         | <b>25</b> |
| <b>SECTION 10 – WORKING CONDITIONS</b> .....                            |                                         | <b>27</b> |
| 10.1                                                                    | MEAL PERIODS AND REST PERIODS .....     | 27        |
| 10.2                                                                    | WORKING HOURS .....                     | 27        |
| 10.3                                                                    | LENGTH OF WORK WEEK.....                | 27        |
| 10.4                                                                    | ATTENDANCE.....                         | 27        |
| <b>SECTION 11 – PERSONNEL PROVISIONS</b> .....                          |                                         | <b>27</b> |
| 11.1                                                                    | SEVERANCE PAY .....                     | 27        |
| 11.2                                                                    | PROBATIONARY PERIOD.....                | 28        |
| 11.3                                                                    | RESIGNATION.....                        | 28        |
| 11.4                                                                    | TRANSFER.....                           | 28        |
| 11.5                                                                    | REASSIGNMENT .....                      | 28        |
| 11.6                                                                    | NEPOTISM .....                          | 28        |
| 11.7                                                                    | PERSONNEL FILES .....                   | 29        |
| <b>SECTION 12 – GRIEVANCES, DISCIPLINARY ACTIONS, AND APPEALS</b> ..... |                                         | <b>29</b> |
| 12.1                                                                    | GRIEVANCE PROCEDURE: .....              | 29        |

TABLE OF CONTENTS

(Subject to change)

City of Richmond and IFPTE Local 21, AFL-CIO Executive Management  
2021-2025 Memorandum of Understanding

|                                                     |                                                                                                                                                                 |           |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 12.2                                                | DISCIPLINARY PROCEEDINGS .....                                                                                                                                  | 31        |
| <b>SECTION 13 – FULL UNDERSTANDING .....</b>        |                                                                                                                                                                 | <b>31</b> |
| <b>SECTION 14 – RETROACTIVITY .....</b>             |                                                                                                                                                                 | <b>31</b> |
| <b>SECTION 15 – MISCELLANEOUS PROVISIONS .....</b>  |                                                                                                                                                                 | <b>31</b> |
| 15.1                                                | WEINGARTEN RIGHTS .....                                                                                                                                         | 31        |
| 15.2                                                | CATASTROPHIC LEAVE .....                                                                                                                                        | 32        |
| <b>SECTION 16 – SEVERABILITY OF PROVISIONS.....</b> |                                                                                                                                                                 | <b>32</b> |
| <b>SECTION 17 – REPRESENTATION RIGHTS.....</b>      |                                                                                                                                                                 | <b>32</b> |
| 17.1                                                | SPECIFIC LIMITATIONS ON REPRESENTATION RIGHTS:.....                                                                                                             | 32        |
| 17.2                                                | DISQUALIFICATION OF UNION MEMBERS WORKING AS DEPARTMENT DIRECTORS, ASSISTANT<br>DEPARTMENT DIRECTORS, AND MEMBERS PARTICIPATING ON CITY BARGAINING TEAMS: ..... | 33        |
| 17.3                                                | VIOLATION OF THIS ARTICLE.....                                                                                                                                  | 33        |
| <b>SECTION 18 – TERM OF AGREEMENT .....</b>         |                                                                                                                                                                 | <b>33</b> |
| <b>ATTACHMENT A.....</b>                            |                                                                                                                                                                 | <b>I</b>  |
| <b>ATTACHMENT B .....</b>                           |                                                                                                                                                                 | <b>II</b> |
| <b>ATTACHMENT C .....</b>                           |                                                                                                                                                                 | <b>IV</b> |

MEMORANDUM OF UNDERSTANDING  
between the  
CITY OF RICHMOND  
and the  
International Federation of Professional and Technical Employees, Local 21, AFL-CIO,  
Executive Management  
2021-2025

---

**PREAMBLE**

This AGREEMENT (hereinafter "Agreement") entered into by the City of Richmond (hereinafter "City") and Professional and Technical Engineers, Local 21 (AFL-CIO) (hereinafter "Union") has as its purpose the harmonious labor relations between the City and the Union; establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the City and the Union have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City and the Union is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City's Charter, the City's Employer-Employee Relations Resolution, the City's Personnel Rules, and this Agreement. Whenever this Agreement contains a provision relating to a subject matter which is also referred to in the Charter, Employer-Employee Relations Resolution, Personnel Rules or any other City ordinance, policy or regulations, the provisions of this Agreement shall prevail.

The term "Agreement" as used herein means the written agreement provided under Government Code Section 3505.1.

**SECTION 1 – RECOGNITION**

The City recognizes the Union as the recognized employee organization for full and part-time employees, in the following unit as specified in Attachment A:

Executive Management

The following employees are excluded from the unit: City Manager, City Attorney, Assistant City Manager or similar single position classification, Chief Assistant City Attorney or similar single position classification, Director of Human Resources, Assistant Director of Human Resources or Labor Relations Manager or similar single position classification.

**SECTION 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. These rights include but are not limited to: manage and direct the City's business and personnel; manage, control and determine the mission of its departments, building facilities, and operations; assign, repair, inspect, and retrieve City property and leased space; create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; direct the work force; increase or decrease the work force and determine the number of employees needed; hire, transfer, promote, and maintain the discipline and efficiency of its employees; establish work standards, schedules of Operation and

reasonable work load; and adopt rules of conduct (including acceptable dress standards as needed).

### **SECTION 3 – UNION RIGHTS**

#### **3.1     Stewards**

The Union may designate up to four (4) bargaining unit members as its stewards for the purpose of assisting the Union and bargaining unit members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies, and ordinances within the scope of bargaining regulating wages, hours and working conditions.

The Union shall annually, in January, provide a list of stewards to the Director of Human Resources. The Union shall inform the Director of Human Resources in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

#### **3.2     Stewards' Release Time**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when meeting with City representatives regarding grievances and potential grievances arising over the interpretation of rules, policies and ordinances regulating wages, hours and working conditions. Stewards shall arrange with each steward's department director or designee in advance to schedule a reasonable amount of time to perform said duties and shall not interfere with the performance of City services.

#### **3.3     Bargaining Team**

The Union may designate up to four (4) bargaining team members to meet and confer with the City's representatives on matters within the scope of representation.

#### **3.4     Bulletin Boards**

The Union shall have the right to have bulletin board space designated exclusively for its use.

#### **3.5     Names and Classes of Represented Employees**

During the term of this Agreement and as may be periodically requested by the Union, within thirty (30) days of hire, promotion or separation, the City shall provide the Union with a list of all newly hired, promoted, or separated employees covered by this Agreement and once each quarter (July, October, January, April) thereafter during the term of this Agreement. Such lists, culled from the City's payroll system, shall include the employee's:

- Name
- Date of hire, promotion, or separation
- Home address
- Home and/or cell telephone number, to the extent the City has that information
- Personal email address, to the extent the City has that information
- Work department
- Classification
- Work phone number
- Work email address

#### **3.6     Work Access**

Authorized Union representatives shall have reasonable access to bargaining unit members in City offices for transmittal of information or for representation purposes provided the work of City employees and services to the public are unimpaired.

The Union shall give the City a written list of Union representatives and shall keep such list current.

**3.7 New Employee Orientations**

A. The City agrees that each newly hired employee into the bargaining unit, within the first thirty (30) days of employment, shall participate in an in-person orientation meeting as part of the New Employee Orientation.

B. Union Representatives shall be provided an opportunity to present to employees at the New Employee Orientation, for thirty (30) minutes. Employees will not suffer a loss in compensation for such time when the Union is presenting to the employee.

The City shall grant release time for up to two (2) Union Employee Representatives, which shall include reasonable time for travel and set up, without loss of compensation, to present at the New Employee Orientation or presentation described in section C below. The Union shall provide the name(s) of the Union Employee Representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the City at least forty-eight (48) hours prior to the scheduled New Employee Orientation.

C. A newly hired employee who does not attend the New Employee Orientation will be scheduled for a subsequent New Employee Orientation. To the extent such employees for any reason do not attend, within thirty (30) days of beginning work, the Union shall have the option to schedule a thirty (30) minute presentation on paid City time with the employee.

D. The City shall advise the Union of the dates and times of New Employee Orientations at which employees covered by this Agreement will be in attendance. Such notice shall be provided at the earliest opportunity but not later than ten (10) days before the scheduled orientation. The City shall email the Union at least forty-eight (48) hours in advance of the New Employee Orientation a list of registered participants represented under this Agreement. Employees not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

E. The Union agrees to stay within its designated time period and will not cause a delay to the New Employee Orientation agenda. For example, if the Union Representative(s) are scheduled to present from 9:00 a.m. – 9:30 a.m., and they arrive at 9:20 a.m., the Union Representative(s) shall have from 9:20 a.m. – 9:30 a.m. to present. If the Union Representative(s) arrive at 9:35 a.m., they have waived their opportunity to present to the group and no additional time or rescheduling will be afforded. If the Union's start time is delayed it shall not reduce the Union's time to present. However, if the Union Representative(s) are unable to make the scheduled time, the City agrees to make Union-provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union-provided information.

F. The City will provide the Union an environment for the Union's presentation that is reasonably free from distractions. If multiple unions attend the New Employee Orientation, each union will meet with employees of the bargaining groups at the same time. Separate meeting rooms may be provided but are not guaranteed; however, groups will be divided into "break out" sessions in the same room and/or close proximity to the room scheduled for New Employee Orientation.

G. The City will not observe or disturb the Union presentation.

H. The parties mutually agree to not disparage the other party or and/or its governing board(s)

(e.g., City Council, Richmond Housing Authority) (e.g., union executive committee, business agents), its supervisors or management during New Employee Orientations.

#### **SECTION 4 – DISCRIMINATION PROHIBITED**

There will be no discrimination against any employee because of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, national origin, lawful activities on behalf of the Union, lawful social activities not affecting or related to work performance, or for any other reason prohibited by law. Filing a discrimination, harassment, or retaliation complaint containing one or more of the same allegations with state and/or federal agencies shall terminate any grievance process provided for in this memorandum of understanding.

#### **SECTION 5 – UNION DUES**

##### **5.1 Union Dues Deductions**

Upon certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union, rather than the Employer. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

- A. It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues.
- B. Dues deductions shall not be retroactive.
- C. The City will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- D. Member request to change or cancel deductions must be made to the Union and not to the City. The City shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. The City will cease deductions at the end of the pay period following notification from the Union to the City to cease deductions, or at a later date as specified by the Union to coincide with the end of a pay period.
- E. The employee's earnings must be sufficient after all other legal and required deductions and any employee voluntary deductions are made to cover the amount of the Union Dues. When the employee's earnings are insufficient (whether employee was in a full, partial, or unpaid status), no Union Dues will be deducted during that pay period.
- F. In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall promptly notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.

5.2 Indemnification

The Union shall indemnify and save harmless the City, its officers, and employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said union dues described above.

**SECTION 6 – SALARIES**

6.1 Salary Ranges

Current monthly salary ranges (as of June 30, 2021) for classifications represented by the Union are listed in Attachment B.

Each employee, as of the 2021 date this collective bargaining agreement is adopted, shall receive a lump sum payment in the amount of \$3,800.00 (pro rata for benefited part time employees) minus applicable payroll deductions. The Parties do not intend for this lump sum payment to be CalPERS compensable wages. The lump sum payment will be paid to employees on a check separate from the employee's bi-weekly paycheck. The City shall issue the lump sum payment checks within the first two pay periods after this City Council adopts this Memorandum of Understanding.

Effective the pay period including January 1, 2023, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 5.0% of the monthly pay rate in effect before such increase takes effect.

Effective the pay period including January 1, 2024, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 4.0% of the monthly pay rate in effect before such increase takes effect.

Effect the pay period including January 1, 2025, the City shall increase the monthly pay rate for represented classifications and all employees in the bargaining unit (excluding any employee covered under a Y-Rate pay arrangement) by 4.0% of the monthly pay rate in effect before such increase takes effect.

During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.

6.2 Pay for New Employees

The department director/appointment authority may authorize that a particular position is filled up to the mid-point of the salary range. Requests for appointments above the mid-point must be pre-approved by the City Manager.

6.3 Salary Upon Reemployment

A former employee at the time of separation who is re-appointed within two (2) years in the same class or in a lower class in the same series may, upon the request of the department director and with approval of the Director of Human Resources be appointed at the same monthly pay rate as occupied immediately prior to separation.

An employee who voluntarily separates and (a) is subsequently re-appointed in the same department in a represented classification, (b) begins work not more than one hundred eighty

(180) days from the last day the employee actually worked for the City, and (c) either did not withdraw from CalPERS or “bought back” CalPERS service credit shall, upon approval of the Director of Human Resources, have continuous service credit for purposes of vacation. Restored prior service shall apply toward seniority for other purposes.

**6.4**     Merit Increases within Range

- A. Merit increases shall not be automatic but shall be based on performance and granted upon the recommendation of the employee’s department director and subsequent approval of the City Manager.
- B. An employee in a part-time position shall be treated identically to an employee in a full-time position except that merit increases shall be granted in the same proportion of hours of work related to the hours of work of a full-time position.
- C. The merit increase eligibility date for all employees hired/promoted into classifications within this unit shall be the first day of the pay period following completion of 24 full pay periods. If the first day of a pay period is a City holiday and the employees begins work on the workday immediately following the City holiday, then that period shall count towards the completion of the requisite number of full pay periods worked.

Other than military leave or workers’ compensation leave, an absence from work without pay, exceeding seven (7) calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was absent from work without pay.

- D. Advancement within the pay range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form.

The merit increase shall be a minimum of one percent (1%), not to exceed five percent (5%). A performance evaluation must be submitted annually within four (4) pay periods following the employee’s performance evaluation eligibility date. If the manager/department director fails to render a performance evaluation within the specific timeframe, then the employee’s overall performance shall be assumed to be satisfactory, and the employee shall receive a pay increase of five percent (5%) effective on the scheduled date. (See paragraph H.)

- E. An overall rating of unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, or improvement does not demonstrate satisfactory performance, the employee’s merit increase shall be denied, in writing. An employee’s merit increase eligibility date shall not be changed by any denial.
- F. If, in the manager’s/department director’s judgment, the employee’s performance does not merit a pay increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the manager/department director shall complete the performance evaluation and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed twelve (12). A merit increase may be deferred only once for each merit increase eligibility date evaluation period. A manager/department director may reopen the matter by submitting another merit rating. An employee’s merit increase eligibility date shall not be changed by any deferment.
- G. The City Manager may authorize a merit increase, at the City Manager’s sole discretion, which



is in addition to any merit increase specified above and/or which is greater than the merit increase values expressed above.

- H. The salary adjustment may not result in an individual exceeding the maximum salary of the established salary range for his/her classification.

**6.5 Salary Upon Promotion**

Whenever an employee is promoted to a higher class, they shall be entitled to receive in the new position the nearest higher monthly salary range which attaches to the higher class and is at least five percent (5%) higher than his/her previous salary and shall not exceed the established maximum pay rate of the promoted classification. An appointing authority, with prior written approval of the City Manager, may approve a promotion salary greater than five percent (5%) (not to exceed the established maximum pay rate of the promoted classification).

**6.6 Pay Upon Transfer**

When an employee is transferred from one class and department to another department in the same class, the salary and merit increase eligibility date shall not change.

**6.7 Pay Upon Demotion**

When an employee is demoted for reasons of unsatisfactory performance, the employee's pay rate shall be reduced to the maximum pay rate of the new class, by five percent (5%) if the new class does not have pay range steps, or to the pay range step that provides a five percent (5%) reduction in pay, whichever of these provides the lower pay rate. A demotion should occur as of the beginning of a pay period. The merit increase eligibility date shall be based on the beginning of the pay period corresponding with the employee's demotion.

When an employee is demoted as an accommodation for ADA purposes, the employee's pay in the new class shall be the lesser of the maximum pay rate of the new class, the employee's current pay rate if the new class does not have pay range steps, or to the pay range step that is closest to (but not exceed) the employee's current pay rate. The merit increase eligibility date to which the employee had prior to the demotion shall be retained.

**6.8 Pay Upon Reclassification**

The pay of an employee in a reclassified position shall be determined as follows:

- A. If the position is reclassified to a class with the same pay range, the salary and merit increase eligibility date will not change.
- B. If the position is reclassified to a class with a higher pay range, reclassification shall be considered a promotion.
- C. If the position is reclassified to a class with a lower pay range, the pay shall be determined as follows:
  - 1) If the pay of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date shall not change.
  - 2) If the pay of the employee is greater than the maximum pay of the new classification, the salary shall be designated as a Y-Rate and shall not change during continuous regular service (i.e., not a temporary employee) until the maximum of the new classification exceeds the pay of the employee. or until the period of time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated

below, the pay still exceeds the maximum of the new pay range for the new classification, the pay shall be reduced to the maximum pay for the new class.

| <u>Years of continuous regular service</u> | <u>Effective date of pay change:</u>  |
|--------------------------------------------|---------------------------------------|
| Less than 5 years                          | 2 years from date of reclassification |
| 5 but less than 10 years                   | 3 years from date of reclassification |
| 10 but less than 15 years                  | 4 years from date of reclassification |
| 15 but less than 20 years                  | 5 years from date of reclassification |
| 20 but less than 25 years                  | 6 years from date of reclassification |
| 25 or more years                           | 7 years from date of reclassification |

**6.9 Bilingual Pay**

Employees hired after the effective date of this agreement working in positions certified by the Human Resources Department as bilingual in Spanish and other City approved languages shall receive two hundred dollars (\$200) per month additional compensation. Employees currently in positions certified by the Human Resources Department as bilingual in Spanish and other City approved languages shall continue to receive a two percent (2%) per month bilingual compensation; however, said amount shall be amended to two hundred dollars (\$200) per month effective January 1, 2023.

**6.10 Acting Pay**

A. The department director must obtain official written approval through normal procedures, including a Personnel Action Form, when the department director intends to have a subordinate employee work temporarily in a higher paid classification. The department director must ensure that the employee who is to temporarily relieve in a higher paid classification must assume all or substantially all of the duties and responsibilities of the higher paid classification and fulfill those duties for a period of fourteen calendar days before the department director attempts to obtain approval for such appointment. Upon completion of the fourteen calendar days of an Executive Management Unit employee assuming substantially all of the duties and responsibilities of a higher classification, the employee will receive a ten percent (10%) differential or the entry step in the higher range, whichever is greater, retroactively to the first day of acting in the higher position, not to exceed the maximum established pay rate. If the employee's anniversary date should occur during a period of acting in the higher position, the employee's acting pay will be increased an additional five percent (5%) not to exceed the maximum established pay rate from said anniversary date. Such assignments shall be for a specific period of time, as indicated on the Personnel Action Form but not to exceed one year. Prior to an acting assignment reaching one year the Director of Human Resources will review the need for the position and determine whether an examination should be conducted to permanently fill the position, or the acting appointment should be terminated.

The department director shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification.

- B. City Manager's Authority to Appoint In Acting Capacity: If a vacancy occurs in a department director, an assistant department director, or a similar administrative position, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human Resources, to a position in such a class in an acting capacity, with such appointment to be designated "Acting" followed by the appropriate class title.
- C. Generally, an employee who is relieving a department director, an assistant department director, or a similar administrative employee, when the relieving employee is paid salary commensurate with his/her duties and his/her position description includes acting as department director, shall not be promoted temporarily to the higher paid classification in the same division or department. However, the City Manager, in his/her discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; and (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

6.11 Changes in Salary Allocation

If a class is reassigned to a different pay range, the employee's pay and merit increase eligibility date shall remain unchanged, except when:

- The employee's pay is less than the minimum of the new pay range, in which case the employee shall receive the minimum of the new pay range and the merit increase eligibility date shall be amended to 24 full pay periods following this pay adjustment.
- The employee's pay is greater than the maximum of the new pay range, in which case the employee shall receive the maximum of the new pay range and receive "Y-Rate" pay as provided in **Section 6.8**, Pay Upon Reclassification, paragraph C2.

**SECTION 7 – INDIRECT PAY AND ALLOWANCES**

7.1 Definition of Registered Domestic Partner

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

7.2 Medical Insurance

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") for all active employees, retirees, and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. Unless prohibited by CalPERS or by law, the health plan coverage described herein shall apply to persons retired.
- B. The City's monthly contribution to provide PEMHCA health insurance benefits for the individual employee and the employee's eligible dependents shall be the Minimum Employer Contribution ("MEC") established by PEMHCA, for which CalPERS adjusts.

- C. Employees may make changes to their enrolled dependents and/or health plan selection as permitted by CalPERS.

### 7.3 Cafeteria Plan

For full-time employees, the City's monthly contribution toward the Cafeteria Plan shall be set at one hundred percent (100%) of the monthly premium of the PEMHCA Region 1 Kaiser Permanente family rate (employee plus two or more dependents) minus the PEMHCA MEC for those enrolling with employee plus two or more dependents. A full-time employee enrolling in coverage for employee plus one dependent shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee+1 rate minus the PEMHCA MEC. A full-time employee enrolling in employee only coverage shall be set at one hundred percent (100%) of the PEMHCA Region 1 Kaiser Permanente employee only rate minus the PEMHCA MEC.<sup>1</sup>

For part-time employees, the City's monthly contribution toward the Cafeteria Plan shall receive a prorated amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to thirty-seven and one-half hours. That total amount shall first be allocated to the PEMHCA MEC, and any remaining employer contribution shall then be allocated to the cafeteria plan.<sup>2</sup>

The City's Cafeteria Plan contribution can be used toward PEMHCA medical insurance only. Any unused (unspent) Cafeteria Plan contributions are not retained by the employee.

An employee who waives health insurance because the employee demonstrates to the City that she/he/they has alternate health insurance coverage which is Patient Protection and Affordable Care Act compliant group health insurance shall receive one hundred fifty dollars (\$150.00) per month for employee-only health insurance coverage or two hundred dollars (\$200.00) per month for employee plus one or more dependents health insurance coverage.

An employee whose Health Insurance plus Cafeteria Plan contribution is insufficient to fully pay the employee's selected health insurance plan's premium shall have the remaining health insurance premium deducted from their pay on a pre-tax basis. The employee though may direct the Director of Finance, through a form designated by the Director of Finance, to have said remaining health insurance premium deducted on an after-tax basis.

### 7.4 Health Care Reimbursement Account

During an annual open enrollment period (normally October or November), an employee may elect to enter into a pay reduction agreement with the City whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds remaining in their HCRA at the end of the plan year or at

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<sup>1</sup> In 2021 the PEMHCA Region 1 Kaiser Permanente family rate is \$2,115.46. For 2021, CalPERS has set the MEC at \$143.00. As an illustrative employee+2 or more dependents example, the City's contribution toward **Section 7.2**, Medical Insurance, will be \$143.00 per month and the City's contribution toward **Section 7.3**, Cafeteria Plan, will be \$1,972.46. Together, using both **Section 7.2** and **Section 7.3**, the employee who enrolls in family coverage will have the City's 100% contribution toward PEMHCA Region 1 Kaiser Permanente family health insurance.

<sup>2</sup> As an illustrative example, the part-time employee is fifty percent (50%) FTE, and would then receive 50% of the Region 1 Kaiser Permanente family rate (for 2021, 50% of \$2,115.46, or \$1,057.73). Of this value, \$143.00 is allocated to **Section 7.2**, Medical Insurance and \$914.73 is allocated to **Section 7.3**, Cafeteria Plan.

the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her/their HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

**7.5 Dependent Care Reimbursement Account**

During an annual open enrollment period (normally October or November), an employee may elect to enter into a pay reduction agreement whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds in their DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her/their DCRA to obtain reimbursement of eligible dependent care expenses.

**7.6 Internal Revenue Code Section 132 Plan**

During an annual open enrollment period (normally October or November), an employee may elect to enter into a payroll reduction agreement whereby the City will direct the amount of the pay reduction on a pre-tax basis into the employee's Internal Revenue Code Section 132 transportation plan benefit. An employee may participate in the parking expenses benefit plan and/or the transit expenses benefit plan. The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the City's Plan Document. The employee will forfeit all unused funds in his/her/their Section 132 Plan at the end of the plan year or at the end of the grace period, if any, allowed under the City's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her/their Section 132 Plan to obtain reimbursement of eligible transportation care expenses.

**7.7 Employee's Contribution Toward Health Insurance and to Other Post-Employment Retirement Benefits**

- A. In addition to any employee contribution toward the employee's share of health insurance (see **Section 7.2** – Health Insurance and **Section 7.3** - Cafeteria Plan), an employee will contribute one hundred twenty-five dollars (\$125.00) per month toward the employee's health insurance which will be deducted from the employee's pay on a pre-tax basis. The employee, though, may direct the Director of Finance, through a form designated by the Director of Finance, to have said amount deducted on an after-tax basis. Effective for payroll covering the first of the month following adoption of the MOU, the employee's contribution shall be amended from one hundred twenty-five dollars (\$125.00) per month to fifty dollars (\$50.00) per month
- B. The employee, excluding fire safety management and police safety management, will also contribute toward the City's Other Post-Employment Benefits Plan by contributing one hundred dollars (\$100.00) per month, and will be deducted from the employee's pay on an after-tax basis. Effective the first full pay period following City Council adoption of the MOU, employees', excluding fire safety management and police safety management, retiree medical benefit pre-funding trust contribution is amended from one hundred dollars (\$100.00) per month and shall be determined by the second-step annual base wage from their

current job classification. The contribution amounts are as follows:

- Employees in job classifications with annual second-step base wages in the amount of \$60,000 or less shall pay \$50.00 per month.
- Employees in job classifications with annual base wages falling within the range of \$60,001 and \$80,000 shall pay \$75.00 per month.
- Employees in job classifications with annual second-step base wages in the amount of \$80,001 or more shall pay \$100.00 per month.
- Part-time employees in the bargaining unit shall make monthly retiree medical benefit pre-funding trust contributions on a pro-rata basis. As an example, this means that a part-time employee in a job classification with a second step making less than \$60,000 per year who works a three-quarters time schedule (28.125 hours per week) would pay \$37.50 per month to the trust.

Fire safety management employees shall contribute four hundred dollars (\$400) toward the City's Other Post-Employment Benefits Plan.

Police safety management employees shall contribute five hundred twenty-five dollars (\$525) toward the City's Other Post-Employment Benefits Plan.

**7.8 Retiree Medical Insurance**

All employees who have concurrently retired from the City and from CalPERS may participate in PEMHCA at their own expense. The City's contribution toward the retiree's medical insurance shall be the MEC amount as established by CalPERS.

**7.9 City's Supplemental Retiree Health Insurance Contribution to Retirees**

- A. In addition to the City's contribution toward retiree medical insurance (**Section 7.8**), excluding police safety and excluding fire safety retirees, the City will also reimburse an employee who concurrently retired from the City and from CalPERS and who participates in PEMHCA retiree medical insurance based on the Retiree Medical Benefit Eligibility schedule (below) ("an eligible retiree"). The eligible retiree shall be reimbursed four hundred thirty-five dollars (\$435.00) per month for retiree only health insurance or five hundred sixty-seven dollars (\$567.00) per month for retiree plus one or more dependents; provided, however, that neither the retiree nor any participating dependents are eligible for Medicare benefits. Retirees may add new dependents during retirement, but the City will not increase its reimbursement to contribute towards the premiums for these new dependents.
- 1) When a retiree or surviving dependent becomes eligible for Medicare benefits, the monthly reimbursement shall be reduced to the amount deducted from the pension check for supplemental medical insurance and shall be no more than the reimbursement for which they are eligible described above. The City will not cover any Medicare costs.
  - 2) Retirees may receive the reimbursement for which they are eligible described above for a non-PERS health plan if 1) the retiree resides in a non-covered CalPERS medical area, 2) the non-PERS health plan is selected at the same time that an employee drops a CalPERS health plan and 3) the retiree submits monthly proof of payment for the premium. Once such a selection is made, the retiree may opt back into a CalPERS health plan, but the City will not reimburse the retiree for any portion of the premium.
  - 3) Retiree Medical Benefit Eligibility: To be eligible for the reimbursement described on

**Section 7.9, paragraph A**, the retiree must (1) retire within 120 days of separation from the City payroll, (2) be enrolled in a CalPERS medical plan offered by the City at the time of separation and thereafter, and (3) meet the following service and age requirements:

|                            |     |    |    |    |    |    |
|----------------------------|-----|----|----|----|----|----|
| Age                        | 55+ | 54 | 53 | 52 | 51 | 50 |
| Full-Time Years of Service | 10  | 12 | 14 | 16 | 18 | 20 |

Employees who retire in a CalPERS approved disability and have 10 years of service with the City shall also be eligible for City reimbursement towards medical benefits as described in **Section 7.9, paragraph A**.

- 4) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

**B. Retiree Medical for Fire Executive Management:**

- 1) The City will reimburse retiree medical premiums for employees retiring on or after July 1, 2006, based on the following chart, and not to exceed 100% of the Kaiser Permanente Region 1 for the applicable coverage:

|                            |      |       |       |
|----------------------------|------|-------|-------|
| Full-Time Years of Service | 25+  | 15-24 | 10-14 |
| Premium*                   | 100% | 90%   | 80%   |

\*Percentage of the Kaiser Permanente Region 1 rate for the applicable coverage for single, double, or more than two dependents.

- 2) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.
- 3) To be eligible for the benefits of this section, the retirees must retire (1) on or after August 1, 1988, and (2) retire within 120 days of separation from the City payroll, and (3) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (4) be at least 35 years of age with a minimum of 15 years City service.
- 4) The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program. If in the case of Medicare eligible, the retiree changes the number of dependents, the amount shall be reduced accordingly.
- 5) If a retiree qualifying for the benefits above is survived by a spouse who qualified as an annuitant (i.e., is continuing to receive a pension from the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.
- 6) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

**C. Retiree Medical for Police Executive Management**

- 1) The City will reimburse retiree medical premiums for employees retiring on or after

January 1, 2007, based on the following chart, and not to exceed 100% of the Kaiser Permanente Region 1 for the applicable coverage:

|                            |      |       |     |
|----------------------------|------|-------|-----|
| Full-Time Years of Service | 25+  | 20-24 | <20 |
| Premium*                   | 100% | 75%   | 65% |

\*Percentage of the Kaiser Permanente Region 1 rate for the applicable coverage for single, double, or more than two dependents.

For purposes of determining Years of Service for members of the bargaining unit, all prior service as a safety member of 1) the California Highway Patrol; 2) any California Sheriff's Department; 3) any California Municipal Police Department; and/or 4) the Bay Area Rapid Transit District Police Department shall count as Years of Service with the City of Richmond upon the member's completion of five (5) consecutive years of service from the member's date of hire with the Richmond Police Department.

- 2) Employees retiring on or after January 1, 1995, may receive the above percentage paid value towards a non-PERS health plan provided, the non-PERS health plan is selected at the same time that an employee drops a PERS health plan. When a retiree has dropped health coverage, they may opt back into the PERS plan during the annual open period, and the City will resume payments towards premiums based on the above formulas.
- 3) The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in a medical program, with the exception that if the retiree goes from having dependents to having no dependents, the City's contribution will be decreased accordingly.
- 4) After the first year of this plan, and on each succeeding anniversary, the monthly payment to the retirees in this section shall be reduced by \$1.00 monthly. The total reduction shall not exceed \$20.00, after which time there will be no additional deductions.
- 5) When an employee becomes eligible for Medicare, the City shall pay the above percentages not to exceed the second highest PERS health plans, that bargaining unit members are eligible for, Medicare premium. Retirees shall be responsible for notifying the City of their eligibility for Medicare within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding the excess amounts received.
- 6) If a retiree qualifying for benefits above is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.
- 7) Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.
- 8) Surviving Spouse and Children of Police Executives – The City agrees to continue payment for health and welfare benefits for the surviving spouse of an officer killed in the line of duty and for the surviving children of such officer until each reaches the maximum age permitted by policy limitations.



**D. Retiree Medical Benefit Conditions**

The reimbursements set forth in this **Section 7.9** – City’s Supplemental Retiree Health Insurance Contribution to Retirees shall be made monthly from the date of the first CalPERS pension check until the retiree ceases to participate in the CalPERS Medical program. If the retiree fails to report any of the changes in status (e.g., number of dependents enrolled; Medicare eligibility for self or dependent(s)) to the City within 30 days of their occurrence, the retiree shall be liable for refunding the excess amounts reimbursed by the City.

**E. Retiree Medical Benefit Survivors**

If a retiree qualifying for benefits above is survived by a spouse or registered domestic partner who qualifies as an annuitant (i.e., is continuing to receive a pension from CalPERS) the annuitant shall receive all the benefits described above if allowed by CalPERS rules. The annuitant will be subject to the same administrative procedures applicable to retirees.

**7.10 Dental Plan**

Employees are eligible for dental insurance coverage for the employee and eligible dependents beginning first of the month following date of hire. The City shall contribute the full premium toward group dental plan benefits for employees and dependents \$2,000 lifetime maximum for orthodontics per person. The maximum dental benefit (except for orthodontics) is \$1,700 per year for PPO in-network dentist and \$1,500 per year for an out-of-network dentist.

Employees may utilize the dentist of their choice to obtain dental care in the “PPO Network as specified in the Delta Dental Benefit Highlights. The City’s dental plan includes additional information regarding benefits.

**7.11 Vision Plan**

Employees are eligible for vision insurance coverage for the employee and eligible dependents beginning first of the month following date of hire. The City shall contribute the full premium for a no deductible group vision plan providing for well-vision exams and/or new lenses every twelve months and new frames every twenty-four months. The City’s vision plan includes additional information regarding benefits.

**7.12 Life Insurance**

Employees are eligible for life insurance coverage for the employee beginning first of the month following date of hire the City shall contribute the full premium toward group life insurance program providing for term life insurance equal to two times the employees’ annual salary to a maximum of \$250,000.

**7.13 Disability Insurance**

Employees are eligible for disability insurance coverage for the employee beginning first of the month following date of hire. The City shall contribute the full premium toward disability insurance which, generally speaking, provides benefits of sixty percent (60%) of the employee’s pre-disability earnings, reduced by deductible income, after a thirty (30) day waiting period and benefits do not extend beyond age 65 for disability caused by accident and for a period not to extend five (5) years for disabilities caused by illness, whichever is lesser. The above coverage is subject to any terms and limitations of the agreement with the insurance carrier.

7.14 Employee Assistance Program

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

The EAP shall provide preventive materials and training as well as individual diagnosis, counseling, and crisis intervention. The City will contract with an Employee Assistance Program to provide up to five counseling visits without cost to the employee, per fiscal year.

A. Eligibility

The EAP is available to all bargaining unit employees and their families.

B. Referrals

Referral procedures will be designed to facilitate (a) self-referrals, (b) management referrals, (c) union referrals, (d) medical referrals, and (e) family referrals. After seeing a particular individual, the program may refer the client to other agencies, services, or facilities, when appropriate. The ultimate decision to accept assistance through the program shall be reserved to the individual employee, but management may refer employees to the program.

C. Confidentiality

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

D. Job Security

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

E. Report and Evaluation

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

F. Contractual Rights and Obligations

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

7.15 Allowances

A. Professional Development Package

Upon the submission of appropriate documentation to the City, employees, excluding police management employees, represented by the Union shall be entitled to receive up to \$750 per fiscal year for personal and professional development, to include computer hardware or software. Of this amount, up to \$250 may be used for health-related items (e.g., club dues or athletic equipment). Any amounts not used by the end of the fiscal year, (June 30) shall not be carried to the succeeding fiscal year.

Police Executives are eligible to receive up to \$1,250.00 per fiscal year for professional development expenses. Of the total, up to \$625.00 per fiscal year may be used for the following: participation in Richmond service and civic organizations; professional publications; computer software; and health club membership (maximum of \$250.00). Of the total, up to \$625.00 per fiscal year may be used for the following: professional training and schools; training seminars and conventions at the discretion of the employee.

**B. Relocation**

When an employee moves at least fifty (50) miles from their previous residence in order to accept a new position covered by this agreement, the employee shall be reimbursed up to \$5,000 for reasonable moving expenses upon submission of receipts documenting the expenses incurred.

**7.16 Certifications**

The City will reimburse each employee in an attorney or professional engineering classification the cost of professional registration and licensing certificates.

- A. The City will reimburse expenses related to required certifications such as for attorneys and professional engineers including annual professional association dues. Professional associations for which this contribution will be made must be approved in advance by the department director.
- B. The City Manager may approve payment of dues, membership, conference fees and travel, expenses related to the employee's professional and industry standing and where such activities serve to benefit the City.
- C. Upon approval of the employee's department director, the City will pay for the employee's professional association membership.

**7.17 Safety Shoes and Uniform Allowance**

- A. City agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety shoes. Parties agree that such reimbursement shall be related to those classes of employees who have need of safety shoes in the performance of their duties. Parties further agree that evidence of purchase must accompany requests for such reimbursement. Employees to whom the City provides safety shoe reimbursement shall be required to wear them in the course of their work.
- B. Public safety employees responsible for supplying and/or maintaining their own uniforms shall receive an annual allowance of eight hundred dollars (\$800).

**7.18 Deferred Compensation**

A Deferred Compensation Program as established by the City Council is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

**SECTION 8 – LEAVES**

**8.1 Leaves of Absence Without Pay**

The City Manager may grant leaves of absence without pay for a period not to exceed one (1) year.

- A. At the City Manager's sole discretion, they may approve a sabbatical for up to one year for employees represented by the Union to encourage professional or personal development for an employee with six or more years of City service. Union and the City agree that the City shall only provide medical, dental and vision benefits during the sabbatical. Sabbatical is not a right but a privilege and is not an expected benefit for every employee.
- B. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:
  - 1) They make written request of their Department, or for department directors to the City Manager, stating the reasons;
  - 2) The department director or City Manager recommends it;
  - 3) The Director of Human Resources recommends favorable action to the City Manager; and
  - 4) The City Manager approves it.
- C. A request for leave of absence without pay for a period of three (3) days or less may be granted to an employee by their department director, or for a department director by the City Manager.
- D. Failure on the part of an employee to report promptly at the expiration of their leave may be considered a cause for disciplinary action or discharge.
- E. An employee who has taken a leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in excess of the thirty 30 days. Leaves of absence without pay for a period totaling less than thirty 30 days in the given service year shall have no effect on the employee's anniversary date. This computation applies only to the anniversary date for determination of vacation leave accrual. In the case of the employee anniversary date for impending lay-off, all time taken as a leave of absence without pay will be subtracted, in establishing the anniversary date.
- F. The City Manager, upon recommendation of the department director and the Director of Human Resources, shall have the authority to grant leaves of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific approval of the City Council.
- G. All employees are expected to be at work each day or inform their supervisor of each day they will be absent. An unexcused absence of three consecutive days or more shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.
- H. If the employee or an authorized representative of the employee contacts the City Director of Human Resources within 15 calendar days of the date of resignation requesting reinstatement, the City will, on a case-by-case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee within 15 working days. This provision in no way limits the discretion of the City to discipline an employee for

his or her absence without leave.

**8.2 Bereavement Leave**

Only City employees working full-time and continuously in a regularly established City position or term appointees shall be eligible for the Bereavement leave provisions specified below.

- A. In case of death within the immediate family of an eligible employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays for each such death. Such leave must have one or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate, and similar problems.
- B. Absence by eligible employees due to the death of persons other than those specified in this Section shall be either in no-pay status or as vacation in amounts needed.
- C. Usage of the foregoing provisions of this section shall be subject to the approval of the department director, City Manager, or their fully authorized representative.
- D. One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in the following paragraph. These would include nieces, nephews, and cousins.
- E. "Immediate family" is defined as spouse, child, stepchild, parent, stepparent, guardian, grandparent, grandchild, uncle, aunt, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, sister-in-law, brother-in-law, minors living as a member of the family, and registered domestic partners.

**8.3 Sick Leave**

**A. Accrual Rate**

Each eligible employee shall accrue sick leave credits at the rate of one (1) day per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

**B. Payment for Unused Sick Leave**

Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

**C. Conversion of Sick Leave to Pension Credits**

Those employees who are members of the Public Employees Retirement System (PERS) and who retire from City employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of

service for each unused day of sick leave in accordance with the provisions of Section 20862.8 of the California Government Code.

- D. New Executives who are appointed from another public agency, into a classification represented by IFPTE, Local 21 shall be able to transfer fifty percent (50%) of their accrued sick leave balance with that agency, not to exceed two hundred (200) hours.

E. General Provisions

Each eligible employee may use sick leave to care for a member of his/her immediate household (e.g., spouse, child, and registered domestic partner) and for a parent living outside the home who is incapacitated through illness or injury. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be 10 working days. Such usage of sick leave shall be within the amount specified in the Accrual Rate subsection of these provisions. Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury.

- F. A doctor's certificate of disability, indicating the nature of the disability must be furnished on the request of the City Manager or department director and at such time thereafter during the same sick leave as the City Manager or department director shall deem necessary. In any event, a doctor's release to return to work shall be mandatory after seven (7) consecutive workdays of sick leave.
- G. Each department director is responsible for ensuring that these sick leave provisions are neither abused nor misused. This requirement shall include, but is not limited to, maintenance of simple, accurate written records, which are subject to audit.
- H. Sick leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee's sick leave.

8.4 Parental Leave

- A. All parents, natural or adoptive, shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted natural mothers with appropriate medical documentation. During this leave the City will continue to pay the premium for the CalPERS medical and cafeteria plan. During this leave the employee shall be entitled to full access to long term disability insurance, subject to the terms of the LTD policy.
- B. All parents granted a leave of absence as described above, shall receive one week's paid leave as part of their parental leave.

8.5 Family and Medical Care Leave

- A. Pursuant to State and Federal laws, the City will provide family and medical leave for eligible employees. The following provisions set forth unit members rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

B. Amount of Leave

- 1) Eligible members are entitled to a total of 12 workweeks of leave during any 12-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 2) The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over the previous 12-month period to determine how much leave has already been used under this provision and determine the balance available.

C. Use of Other Accrued Leaves While on Leave

- 1) If a member requests leave for his/her own serious health condition, the member must exhaust sick leave and other available leaves concurrently with the leave.
- 2) Leave shall also be concurrent with the time an employee is on paid leave due to a work-related disability.
- 3) While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

8.6 Jury Duty

- A. A City employee ordered to jury duty during the employee's regularly scheduled work hours shall be entitled to their regular City pay during actual jury services. The following shall apply:
- 1) Employees shall pay immediately to the City such amounts of money as they receive as per diem but shall be entitled to keep such mileage payments as are made to them.
  - 2) All employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.
  - 3) Employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including workload, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.
  - 4) Such leave may be based upon, but is not limited to, coroner, superior court, and federal jury duty.
  - 5) Each employee shall expeditiously report his/her probable absence for jury duty and must report promptly the termination of active jury service. Employees whose shifts and days off are other than day shift Monday through Friday, shall be temporarily assigned day shift Monday through Friday for the duration of jury duty. Employees will be expected to give two weeks or more notice of their call for jury duty.

**8.7 Military Leave**

- A. Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the department director the right within the limits of military necessity and regulations to determine when such leave shall be taken. When an employee is called for and serves extended active duty in the military (including annual reserve training), the City will pay the difference between the employee's City pay and his/her extended active duty pay for a period of up to twelve months, if the employee's City pay is higher than the military pay. If the employee applies to the Public Employee Retirement System for CalPERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period of up to twelve months.
- B. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer, or other action not related to military leave.
- C. This section, Military Leave, shall not apply to any employee in a class covered by this memorandum of understanding, who was a City employee on July 1, 1981, and as of that date, was an active member of a reserve military unit.

**8.8 Vacation Leave**

**A. Rate at Which Vacation Leave Shall Accrue for Full-Time Employees**

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual when the employee has worked at least half of the workday.

- B. The authorized annual vacation leave accrual for employees shall be:

| <u>Working Days</u> | <u>Years of Service</u> |
|---------------------|-------------------------|
| 10                  | 1-3                     |
| 15                  | 4-10                    |
| 20                  | 11-15                   |
| 25                  | 16-30                   |
| 30                  | 30+                     |

**C. Other Limitations on Vacation Leave and Accumulation of Vacation Leave:**

- 1) At any time during the year when three vacation periods are accrued, the employee will cease earning vacation until the employee has utilized vacation and his/her balance has fallen below the maximum accrual, shown below. Each time the three-year maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the three annual vacation period accrual limit.

| <u>Maximum Accrual</u> | <u>Years of Service</u> |
|------------------------|-------------------------|
| 30 working days        | 1-3                     |
| 45 working days        | 4-10                    |
| 60 working days        | 11-15                   |
| 75 working days        | 16-30                   |
| 90 working days        | 30+                     |



D. One-time Vacation Credit

The City Manager may authorize newly appointed executive employees with a one-time credit not to exceed eighty (80) hours upon hire date, eligible to use at time of hire.

E. Effects of Holidays and Vacation Leave

In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

F. The provisions of this section shall not apply to the incumbents of those positions in which holidays, due to the necessity of public health and safety, are normal working days.

G. Effect of Extending Military Leave on Vacation Leave

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

H. Vacation Amounts at Termination of Active Employment

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

I. Reinstatement

Upon reinstatement or reemployment to the Classified Service, an employee's anniversary date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.

J. Credit for Prior Employment

The City Manager may grant employees the accrual rate for vacation commensurate with the employee's total combined local government (cities, counties) service.

K. Sell-Back

Annually, employees shall have the option to sell back up to ten (10) workdays of accumulated vacation time. Payment of sold vacation time will be made on the second payroll in December in compliance with the Internal Revenue Service (IRS) concept of Constructive Receipt. Eligible employees must exercise this option by the deadline on forms provided by the City no later than October 1 preceding that calendar years payout.

8.9 Injury Leave Payments

- A. Any City employee, who is unable to work because of bodily injury or illness which occurs while they are acting within the course and scope of their employment, shall be paid his/her full salary up to a maximum of twenty-six (26) weeks, over a period not to exceed eighteen (18) months, from the date of injury, subject, however, to the following conditions:
- B. If any employee exhausts their twenty-six (26) weeks of full pay as described above, and continues to be temporarily disabled, they will be paid the appropriate temporary disability as prescribed by the Workers' Compensation code up to the maximum permitted.
- C. When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. They may still be eligible for vocational rehabilitation maintenance.

- D. During the time the employee is entitled to receive total temporary disability compensation payments, the City's liability is in accordance with the law but will not be greater than regular salary.
- E. In the event that it is determined from competent medical evidence that an employee is no longer temporarily disabled, the City shall discontinue temporary disability payments or salary continuation. The employee may appeal this decision to the Workers' Compensation Appeals Board.
- F. When an employee is determined to be permanent and stationary, and it is determined from competent medical evidence that they are a qualified injured worker and unable to physically or mentally (psychologically) perform the full duties of his/her position, the employee has the option to immediately apply for a disability retirement, if eligible, or, if not eligible, to resign voluntarily. Failure to resign in such circumstance may result in termination from employment by the City in accordance with City policy. An employee who feels his/her rights are being violated due to their disability may file an internal complaint through the Human Resources Department utilizing the City's Americans with Disabilities Act complaint procedure and file for status under the Americans With Disabilities Act.
- G. An employee absent on injury leave who is medically certified able to return to full duties shall return to work on the return-to-work date. Failure to do so may subject the employee to discipline.
- H. During the time that an employee is disabled by reason of bodily injury or illness resulting from the course and scope of his/her employment, neither his/her vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period. They may, with the approval of the department director, use vacation time, if needed. If a claim is delayed for any reason and the employee is disabled, they may use sick leave until there is a decision on whether the disability is work related.
- I. An employee absent from duty on paid injury leave under this **Section 8.9** shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave. This does not apply if an employee is no longer on salary continuation (off payroll) receiving temporary disability benefits.
- J. An employee who is medically certified to be a qualified injured worker and no longer able to perform the full duties of his/her position will continue to receive Worker's Compensation benefits provided by law, if applicable.
- K. In the event that an employee's injury or illness results from the carelessness or negligence of a third party, the City of Richmond will have the right of subrogation for reimbursement of salary and benefits paid by the City under the Self Insurance Program.
- L. An employee may be seen by a doctor of his/her choice when injured on the job, if the employee has designated that doctor in writing with the Department of Human Resources prior to the injury. As permitted by State Law, the City may also require an injured employee to be evaluated by a City designated physician or specialist.

**8.10 Court Appearances**

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

payment by the City for out-of-pocket expenses.

- B. Employees required, by subpoena or otherwise, to be present in Court not in connection with their City employment shall make such Court appearance either in no-pay status or on vacation time.

**8.11 Administrative Leave**

- A. Employees represented by the Union shall be eligible to receive twelve (12) days of Administrative Leave each Fiscal Year. Administrative Leave must be used in full day increments and may not be cashed out or carried over the following year.
- B. Administrative Leave will be available after six months employment pro-rated for newly hired employees who have worked less than a full fiscal year. Administrative Leave will be pro-rated for those employees, but it still must be used in full day increments. After six months employment the employee will be credited with three days Administrative Leave and will receive one additional day for each remaining three months of the fiscal year they work.

**8.12 Holidays**

- A. All regular, full-time classified employees shall be allowed a fully paid leave of absence on the following named holidays:

|                                 |                                   |
|---------------------------------|-----------------------------------|
| Independence Day                | July 4                            |
| Labor Day                       | First Monday in September         |
| Admission Day                   | September 9                       |
| Columbus Day                    | Second Monday in October          |
| Veteran's Day                   | November 11                       |
| Thanksgiving Holiday            | Fourth Thursday in November       |
| Day following Thanksgiving      | the Friday following Thanksgiving |
| Christmas Day                   | December 25                       |
| New Year's Day                  | January 1                         |
| Martin Luther King Jr. Birthday | Third Monday in January           |
| Presidents' Day                 | Third Monday in February          |
| Memorial Day                    | Last Monday in May                |

- B. In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days and two (2) hours paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department director. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. It is understood that one of these floating holidays has been created in recognition of Cesar Chavez' Birthday and in the event that day becomes generally observed as a fixed holiday, the parties agree to convert one floating holiday to that fixed holiday.
- C. When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday. When such holiday falls on a regular day off, the employee shall be entitled to an additional day off.

**SECTION 9 – RETIREMENT SYSTEM**

- A. The City will maintain its contract with the California Public Employees' Retirement System (CalPERS) and the benefits currently provided there under. Any disputes between this **Section**

9, Retirement System, and CalPERS are not subject to the grievance procedures in this MOU and CalPERS' interpretation, application, governance (et cetera) of said dispute shall apply.

**B. PEPRA Basic Retirement Formula**

For employees required by law to participate in the Public Employees' Pension Reform Act of 2013 ("PEPRA") PEPRA tier, the PEPRA established a miscellaneous pension formula of two percent (2%) of pensionable compensation for each of qualifying service at the normal retirement age of sixty-two (62) years. For purposes of this formula, CalPERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

**C. Pre-PEPRA 2.7% at Age 55 Formula Tier**

The City contracts with CalPERS to provide miscellaneous retirement (2.7% @ age 55) for non-safety employees in the bargaining unit who are not required by law to participate in the PEPRA Tier. This pension formula of two and seven-tenths percent (2.7%) of pensionable compensation for each year of qualifying service at the normal retirement age of fifty-five (55) years. For purposes of this formula, CalPERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

**D. CalPERS Pension Formula for Safety Management Employees**

Fire safety management employees represented under this collective bargaining agreement shall participate in the same PEPRA Tier or non-PEPRA Tier retirement formula, including any CalPERS retirement contract amendments, as fire management employees represented by the Richmond Fire Management Association.

Police safety management employees represented under this collective bargaining agreement shall participate in the same PEPRA Tier or non-PEPRA Tier retirement formula, including any CalPERS retirement contract amendments, as police management employees represented by the Richmond Police Management Association.

**E. Employee Contributions toward CalPERS Retirement Benefits**

All members of a PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of this PEPRA Tier, as determined from time to time by CalPERS.

All members of a non-PEPRA Tier pension formula will contribute the applicable CalPERS member contribution as established by statute and administered by CalPERS.

**F. Pre-Tax Treatment of CalPERS Member Contributions**

To the extent permitted by applicable law, employee contribution toward the employee's CalPERS contributions made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with Internal Revenue Code section 414(h)(2).

## **SECTION 10 – WORKING CONDITIONS**

### **10.1 Meal Periods and Rest Periods**

Employees shall be assigned a one-half (1/2) or one (1) hour unpaid meal period each day within a two (2) hour period at midpoint of each shift, and a fifteen (15) minute paid rest period during the first half of the work shift and another fifteen (15) minute rest period during the second half of the work shift.

### **10.2 Working Hours**

#### **A. Departmental Working Hours**

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

B. To assist in the orderly administration of the City Government, the following definitions shall be used:

- 1) The calendar week shall begin at 12:01 Sunday morning and shall end at 12:00 midnight Saturday.
- 2) The "work week" shall be the normal, total working hours within the calendar week for each City employee.
- 3) The "normal workday" for all regular, full-time employees shall be one fifth of the "work week" as established for the classification/department.

C. The City Manager shall have the obligation and the right, when the needs of the City service clearly require, to establish on a regular continuing basis, workdays which are different from those herein defined in this section.

### **10.3 Length of Work Week**

City employees generally shall have the following work weeks:

- General government employees at the Civic Center 37.5 hours;
- All other City employees 40 hours.

### **10.4 Attendance**

Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

## **SECTION 11 – PERSONNEL PROVISIONS**

### **11.1 Severance Pay**

A. An employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those workdays during which the individual was not in employment status.

B. An employee who is laid off due to reduction in force shall be entitled severance pay as

follows: six (6) months salary continuation and six (6) months continuation of medical and related insurance at the level of City contribution agreed to in the Memorandum of Understanding.

- C. The City will meet with individual employees to attempt to reduce the impact of income tax liability resulting from severance payments.

**11.2 Probationary Period**

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the discretion of the Appointing Authority, and may be terminated any time by the Appointing Authority.

**11.3 Resignation**

- A. An employee wishing to leave employment in good standing shall file with his/her supervisor at least 14 days before leaving the service, a written resignation stating the effective date and reasons for resigning.
- B. Once a written resignation is submitted to management, it can only be rescinded with the agreement of the City Manager; otherwise, it is automatically accepted.
- C. Failure to comply with this section shall be entered on the employee's service record and may be cause for denying future employment with the City.

**11.4 Transfer**

- A. All vacancies shall be posted on appropriate bulletin boards for at least 14 calendar days so that present City employees may request transfer.
- B. Employees wishing to transfer within the City, must respond to position announcements in writing to the Human Resources Department.

**11.5 Reassignment**

A department director shall have the right to reassign any employee from one position to any other position in the same or similar class in their department following notice to the employee and providing the opportunity to meet regarding the reassignment. In the best interests of the service and upon the recommendation of the Director of Human Resources, the City Manager may reassign an employee to any other department within the City whether or not they request it.

**11.6 Nepotism**

- A. In order to avoid real or perceived favoritism, no employee (permanent, temporary, or seasonal) may be in a direct or indirect supervisory position over a member of his/her immediate family nor may members of an immediate family report to the same supervisor. For purposes of this SECTION, "immediate family" includes husband, wife, children, registered domestic partner, parents, grandparents, grandchildren, brother, or sister.
- B. Where a work relationship as described in Section 11.7 Nepotism, paragraph A (above) exists, the City will act only if there is a "problem" created by the immediate family relationship. A "problem" is the existence of a real or perceived act(s) of favoritism, unusual treatment, conflict of interest, unequal supervision, or unacceptable work behavior due to or related to the immediate family relationship which is not in the best interests of the morale, safety, health, security, or effectiveness, as determined by the City Manager.

- C. In the event of a “problem”, the City will make every effort to remedy the situation as internal transfer opportunities occur without financial hardship to the employee(s). After every effort to remedy the situation has been made and the problem continues unabated, this provision in no way expands, diminishes, or in any way changes, alters, or modifies the existing authority of the City Manager to correct the problem.

**11.7 Personnel Files**

Employees may inspect their personnel files in the Human Resources Department. An employee will be given a copy of any derogatory information placed in the personnel file.

**SECTION 12 – GRIEVANCES, DISCIPLINARY ACTIONS, AND APPEALS**

**12.1 Grievance Procedure:**

**A. Definition of a Grievance:**

A grievance is an allegation by the Union or one or more employees that the City has violated the Memorandum of Understanding (MOU) concerning the interpretation, enforcement, or application of a specific provision of this MOU.

**B. Time Limits:**

The employee and/or the Union must initiate a grievance within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee could have been aware of the problem. At each grievance procedure step, the City representatives shall have fourteen (14) days to respond to the grievance. The Union or employee shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These time limits may be extended by mutual agreement of the parties. Failure of the Union or employee to act within the specific time limits, unless mutually extended, shall dismiss, and nullify the grievance. Failure of the City to observe such time limits, unless mutually extended, shall cause the grievance to be moved to the next higher step.

**C. Compensation Complaints:**

All complaints involving or concerning the payment of compensation shall be initially filed in writing to the Director of Human Resources. Only complaints which allege that employee(s) 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 result from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than three (3) years from the date upon the grievance was filed.

**D. Grievance Processing:**

**1. Step 1, Department Director:**

An employee (or Union) who believes that they have a grievance shall discuss their complaint with the employee’s department director. This meeting shall be held in an effort to resolve the grievance informally. The department director will have fourteen (14) days from the date of the informal discussion to respond to the filer of the grievance. If an agreement is reached to resolve the issue, the department director will confirm the

outcome in writing.

If the grievant is the department director, the first level grievance shall be filed directly with the Director of Human Resources and the grievance procedure shall continue in accordance with the provisions of this section.

2. Step 2, Director of Human Resources:

If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.

3. Step 3, City Manager:

If the grievance is not resolved at Step 2, the grievant and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.

4. Step 4, Arbitration:

If the grievance remains unresolved, the Union may request arbitration. An impartial arbitrator may be designated by mutual agreement between the Union and the Director of Human Resources or designee. In the event the parties are unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. After the receipt of the list, following the toss of a coin with the Union predicting either heads or tails, the Union (if the "winner" or the City if the Union is not the "winner") shall strike the first name and the parties alternatively strike arbitrator names from the list until one name remains. (The process of moving up the names if the arbitrator is unavailable during the next ninety days shall continue until an arbitrator is timely available.) Any fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall bear the costs of its own presentation, preparation, and briefs, etc.

The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of the Memorandum of Understanding. Copies of the decision will be furnished to both parties. The Union and the City may, by mutual agreement, extend timelines described in this Arbitration section.

An arbitrator shall have no authority to add to, delete or alter any provision of this Memorandum of Understanding, but shall limit the decision to the scope, application, and interpretation of the provisions of this Memorandum of Understanding and may issue no decision that would require either party to violate existing law. The Union and the City may, by mutual agreement, agree for the arbitrator to retain jurisdiction over issues of remedy.



**12.2 Disciplinary Proceedings**

Employees are disciplined or terminated as “at-will” employees and serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority. Employees do not have the right of appeal except as specifically provided below.

- A. Disciplinary actions subject to appeal are dismissal from employment, suspension without pay of greater than five (5) workdays, demotion to a classification with a lower maximum pay rate, or a reduction in pay greater than the employee’s base pay rate earnings over five (5) workdays.
- B. Discipline which is subject to appeal shall include the reason(s) for the disciplinary action.
- C. Disciplinary actions may be appealed in writing to the City Manager or their designee within fifteen (15) days of the date the Notice of Discipline is provided to the employee. The City Manager or designee shall have twenty-one (21) days following receipt of the appeal to investigate the issues, meet with the employee and their representative (if the employee brings a representative) and attempt to reach a satisfactory resolution and issue a written decision.

If the City Manager assigns a designee to hear the disciplinary action appeal, then the designee shall be from a department which is different from which the employee is (and/or was) assigned.

The City Manager’s or designee’s disciplinary action appeal decision shall be final and binding and shall not be subject to any other appeal.

**SECTION 13 – FULL UNDERSTANDING**

The parties understand that the agreements set forth herein are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City prior to June 30, 2025. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The Parties further agree that commencing within sixty (60) days following adoption of the 2021-2025 MOU, the parties shall build their MOU on a “meet and agree” basis to include mutually agreed-upon content.

**SECTION 14 – RETROACTIVITY**

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

**SECTION 15 – MISCELLANEOUS PROVISIONS**

**15.1 Weingarten Rights**

- A. The Supreme Court has ruled that an employee is entitled to have a Union representative present during any investigatory interview which may result in discipline. This entitlement is referred to as an employee’s Weingarten Rights.
- B. The employee must request that a Union representative be called into the meeting.
- C. The employee must have a reasonable belief that discipline will result from the meeting.
- D. The employee has the right to know the subject of the meeting and the right to consult a Union representative prior to the meeting to get advice.
- E. The Union advises an employee not refuse to attend a meeting if a steward is requested but

denied. The Union suggests the employee attend the meeting and repeatedly insist upon the right to have a Union representative present. If this fails, the Union suggests that the employee not answer any questions and take notes.

**15.2 Catastrophic Leave**

The City's Catastrophic Leave policy is attached hereto as **Attachment C**.

**SECTION 16 – SEVERABILITY OF PROVISIONS**

In the event one or more provisions of this Memorandum of Understanding are declared by a Court or administrative body of competent jurisdiction to be illegal or unenforceable, such finding shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

**SECTION 17 – REPRESENTATION RIGHTS**

**17.1 Specific Limitations on Representation Rights:**

- A. Maximum of Four Designated. The City may, at its discretion, designate up to three members of the above classes to actively assist the City during collective bargaining. Any individuals so designated shall be placed on "restricted status" during the period of "active" collective bargaining. Individuals may be designated to actively assist the City in the following units: (1) general employees (SEIU Local 1021); (2) fire employees (Local 188 and fire management); and (3) police employees (RPOA and police management). Only one individual shall be actively assigned per unit, although one individual may be assigned to actively assist in all management negotiations. No Union member shall be actively assigned to assist the City in this unit's negotiations. If police and police management, or fire and fire management, are open simultaneously, only one of this unit's managers will be responsible for active assistance in fire or police as the case may be.
- B. Definition of Active Assistance. In order to be considered "actively assisting" the City during collective bargaining, said individual must be present during collective bargaining, or have direct knowledge of strategies and planning in regard to the assigned collective bargaining. The period of "active participation" shall commence no sooner than 60 days prior to the commencement of formal negotiations and shall terminate upon finalization of negotiations between the City and the bargaining unit.
- C. Nature of the Restriction. Any individuals who are in "restricted status" shall be excluded from any meetings or deliberations of the Union, its officers, agents, employees, or members, which cover the topics of collective bargaining. In addition, confidential information acquired from collective bargaining shall not be disclosed to the Union, its officers, agents, employees, or members by said individuals.
- D. Definition of Collective Bargaining. Collective bargaining, as defined herein, applies to formal contract negotiations, mid-contract term re-opener negotiations, or other mid-contract term negotiations provided said restricted employee is present during the negotiations, is actively assisting City negotiators or has direct knowledge of strategies and planning in regard to the assigned negotiations.
- E. Grievances and Discipline (Human Resources Staff). Union members of the Human Resources Department will not serve as Union representatives in grievance or disciplinary actions brought by this unit's members.

17.2 Disqualification of Union Members Working as Department Directors, Assistant Department Directors, and Members Participating on City Bargaining Teams:

- A. Grievances and Discipline. Members of the Union who are employed as department directors or assistant department directors shall be restricted from representing unit members in grievance proceedings in the department director or assistant department director's department.
- B. Negotiations. Members of the Union who participate in City negotiations with other units and who acquire direct knowledge of City strategies and planning in those negotiations are considered "restricted members" and shall keep said information confidential from the Union.

17.3 Violation of This Article

- A. Should the City determine that it believes the Union, or any restricted member or assistant department director, has violated this Article, then the City shall provide the Union with written notice of the suspected violation. If the Union believes that the City has violated any provision of this Article, then the Union shall provide the City with written notice of the suspected violation.
- B. Any dispute arising out of the interpretation or application of this Article shall be subject to the "meet and confer" provisions of the Meyers-Milias-Brown Act. If the dispute is not resolved by meeting and conferring, then either party may, upon written notice to the other request outside mediation through the California State Mediation and Conciliation Service.
- C. If the City suspects any member of the Union who is a "restricted member" as defined by this Article, a department director, or an assistant department director, has violated the restrictions of this Article, then the City is empowered to initiate disciplinary action against the member. Resolution of any such disciplinary action shall be subject to the appeal procedures of this Memorandum of Understanding.

**SECTION 18 – TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2021, and shall continue in effect through June 30, 2025.

The following members of the respective negotiating teams hereby acknowledge by their signatures that the above terms and conditions of employment resulted from meeting and conferring under the Meyers-Milias-Brown act.

For the City:

  
\_\_\_\_\_  
Jack Hughes  
Chief Negotiator

  
\_\_\_\_\_  
Bruce Soublet  
Senior Assistant City Attorney

  
\_\_\_\_\_  
Sharrone Taylor  
Principal Personnel Analyst

  
\_\_\_\_\_  
Anil Comelo, Interim Deputy City Manager  
Interim Deputy City Manager

  
\_\_\_\_\_  
Marc Fox  
Interim Director of Human Resources

For the Union:

  
\_\_\_\_\_  
Lina Velasco  
President

  
\_\_\_\_\_  
John Varga  
IFPTE, Local 21

  
\_\_\_\_\_  
Angela Walton  
Vice President

11/10/21  
11/10/2021

**ATTACHMENT A**  
**COVERED CLASSIFICATIONS**

Administrative Chief  
Assistant City Attorney  
Assistant Police Chief  
Chief Assistant City Attorney  
City Clerk  
City Engineer  
City Prosecutor  
Community and Economic Development Agency Director  
Community Engagement Manager  
Confidential Investigative and Appeals Officer  
Deputy City Attorney I  
Deputy City Attorney II  
Deputy City Manager  
Deputy Director of Community Services – Employment & Training  
Deputy Director of Community Services - Library  
Deputy Director of Community Services – Recreation  
Deputy Director of Public Works (City Engineer)  
Deputy Director, Rent Program  
Deputy Fire Chief  
Deputy Police Chief  
Director of Community Development  
Director of Community Services  
Director of Finance  
Director of Human Resources  
Director of Information Technology  
Director of Infrastructure Maintenance and Operations  
Director of Public Works  
Director of Water Resource Recovery  
Employment and Training Director  
Executive Director Housing Authority  
Executive Director, Rent Program  
Fire Chief  
Hearing Examiner Rent Program  
Housing Director  
Human Resources Personnel Officer  
Internal Auditor  
Labor Relations/Training Manager  
Library/Community Services Director  
Library and Cultural Services Director  
Neighborhood Safety Director  
Planning and Building Services Director  
Planning Manager  
Police Chief  
Port Director  
Project Manager I  
Project Manager II  
Project Manager III  
Public Works Operations & Maintenance Director  
Recreation Director  
Redevelopment Director  
Rent Board General Counsel  
Resident Services Administrative Officer  
Risk Manager  
Senior Assistant City Attorney  
Staff Attorney Rent Program

**ATTACHMENT B**  
**Wage Schedule**

The present monthly pay rate for represented classification is:

| <b>Classification</b>                                         | <b>Range</b> | <b>Minimum</b> | <b>Maximum</b> |
|---------------------------------------------------------------|--------------|----------------|----------------|
| Administrative Chief                                          | 3.1          | 9024           | 14364          |
| Assistant City Attorney                                       | 3.1          | 9024           | 14364          |
| Assistant Police Chief                                        | 5.5          | 12338          | 19640          |
| Chief Assistant City Attorney                                 | 5.1          | 10728          | 17078          |
| City Clerk                                                    | 2.1          | 8087           | 12873          |
| City Engineer                                                 | 4.1          | 9945           | 15830          |
| City Prosecutor                                               | 2.1          | 8087           | 12873          |
| Community and Economic Development Agency Director            | 5.1          | 10728          | 17078          |
| Community Engagement Manager                                  | 2.1          | 8088           | 12873          |
| Confidential Investigative and Appeals Officer                | 4.1          | 9945           | 15830          |
| Deputy City Attorney I                                        | 2.1          | 8087           | 12873          |
| Deputy City Attorney II                                       | 2.1          | 8087           | 12873          |
| Deputy City Manager                                           | 5.5          | 12338          | 19640          |
| Deputy Director of Community Services – Employment & Training | 3.1          | 9024           | 14364          |
| Deputy Director of Community Services – Library               | 3.1          | 9024           | 14364          |
| Deputy Director of Community Services – Recreation            | 3.1          | 9024           | 14364          |
| Deputy Director of Public Works (City Engineer)               | 3.1          | 9024           | 14364          |
| Deputy Director, Rent Program                                 | 2.1          | 8087           | 12873          |
| Deputy Fire Chief                                             | 5.1          | 10728          | 17078          |
| Deputy Police Chief                                           | 5.1          | 10728          | 17078          |
| Director of Community Development                             | 5.2          | 11801          | 18785          |
| Director of Community Services                                | 5.1          | 10728          | 17078          |
| Director of Finance                                           | 5.1          | 10728          | 17078          |
| Director of Human Resources                                   | 5.1          | 10728          | 17078          |
| Director of Information Technology                            | 3.1          | 9024           | 14364          |
| Director of Infrastructure Maintenance and Operations         | 5.1          | 10728          | 17078          |
| Director of Public Works                                      | 5.1          | 10728          | 17078          |
| Director of Water Resource Recovery                           | 3.1          | 9024           | 14364          |
| Employment and Training Director                              | 3.1          | 9024           | 14364          |
| Executive Director Housing Authority                          | 3.1          | 9024           | 14364          |
| Executive Director, Rent Program                              | 3.1          | 9024           | 14364          |
| Fire Chief                                                    | 5.2          | 11801          | 18785          |
| Hearing Examiner Rent Program                                 | 3.1          | 9024           | 14364          |
| Housing Director                                              | 3.1          | 9024           | 14364          |
| Human Resources Personnel Officer                             | 4.1          | 9945           | 15830          |
| Internal Auditor                                              | 2.1          | 8087           | 12873          |
| Labor Relations/Training Manager                              | 3.1          | 9024           | 14364          |
| Library/Community Services Director                           | 5.1          | 10728          | 17078          |
| Library and Cultural Services Director                        | 4.1          | 9945           | 15830          |
| Neighborhood Safety Director                                  | 3.1          | 9024           | 14364          |
| Planning and Building Services Director                       | 5.1          | 10728          | 17078          |
| Planning Manager                                              | 4.1          | 9945           | 15830          |
| Police Chief                                                  | 5.7          | 13572          | 20833          |
| Port Director                                                 | 5.1          | 10728          | 17078          |
| Project Manager I                                             | 2.1          | 8087           | 12873          |
| Project Manager II                                            | 3.1          | 9024           | 14364          |
| Project Manager III                                           | 4.1          | 9945           | 15830          |
| Public Works Operations & Maintenance Director                | 4.1          | 9945           | 15830          |
| Recreation Director                                           | 4.1          | 9945           | 15830          |

**ITEM J-1**  
**ATTACHMENT 2**

|                                          |     |       |       |
|------------------------------------------|-----|-------|-------|
| Redevelopment Director                   | 3.1 | 9024  | 14364 |
| Rent Board General Counsel               | 5.1 | 10728 | 17078 |
| Resident Services Administrative Officer | 2.1 | 8087  | 12873 |
| Risk Manager                             | 3.1 | 9024  | 14364 |
| Senior Assistant City Attorney           | 4.1 | 9945  | 15830 |
| Staff Attorney Rent Program              | 3.1 | 9024  | 14364 |

**ATTACHMENT C**

SUMMARY OF CATASTROPHIC LEAVE POLICY, IMPLEMENTED BY  
RESOLUTION NO. 159-92

1. In order to be eligible, an employee must be suffering from a severe illness or injury expected to incapacitate the employee for an extended period of time, or a similar illness or injury to spouse, dependent minor child, or parent. Employee has to have one-year paid status and have exhausted all sick leave\*, vacation, and compensatory leave. Cannot be used in conjunction with Workers' Compensation or Long-Term Disability benefits.
2. Employee's department director must recommend leave to City Manager for his/her approval. Initial approval is for 327 hours, additional hours may be approved.
3. Other employees may donate in hourly increments from their vacation balances. In order to donate, the employee must be able to maintain at least a 37.5-hour vacation balance for him/herself.
4. Once approved, the employee's department director, or designee, should circulate a memo to interested parties letting them know of the need for catastrophic leave. The back side of the memo should include the form an employee donor can fill out and submit to Finance.

\* impossible to exhaust all sick leave on family member, as MOUs and ordinances limit the number of hours that can be used.



INDEX

(SUBJECT TO CHANGE)

**A**

|                                                 |    |
|-------------------------------------------------|----|
| Acting Pay .....                                | 8  |
| Administrative Leave .....                      | 25 |
| Advancement.....                                | 6  |
| Allowances.....                                 | 16 |
| Anniversary Date Effect of LOA Without Pay..... | 18 |
| Attendance .....                                | 27 |

**B**

|                           |    |
|---------------------------|----|
| Bargaining Teams.....     | 33 |
| Bereavement Leave .....   | 19 |
| Bilingual .....           | 8  |
| Binding Arbitration ..... | 30 |
| Bulletin Boards.....      | 2  |

**C**

|                                                   |    |
|---------------------------------------------------|----|
| Cafeteria Plan.....                               | 10 |
| Catastrophic Leave.....                           | 32 |
| Certifications.....                               | 17 |
| Conversion of Sick Leave to Pension Credits ..... | 19 |
| Court Appearances .....                           | 24 |

**D**

|                                 |    |
|---------------------------------|----|
| Definition of a Grievance ..... | 29 |
| Definition of Class .....       | 1  |
| Demotion .....                  | 7  |
| Dental Plan.....                | 15 |
| Departmental Working Hours..... | 27 |
| Disability Insurance.....       | 15 |
| Discrimination Prohibited ..... | 4  |
| Dues Deductions .....           | 4  |

**E**

|                                  |    |
|----------------------------------|----|
| Employee Assistance Program..... | 16 |
|----------------------------------|----|

**F**

|                                     |    |
|-------------------------------------|----|
| Family and Medical Care Leave ..... | 20 |
| Floating Holidays.....              | 25 |
| Full Understanding.....             | 31 |

**G**

|                             |    |
|-----------------------------|----|
| Grievance and Appeals ..... | 29 |
| Grievance Time Limits.....  | 29 |

**H**

|                |    |
|----------------|----|
| Holidays ..... | 25 |
|----------------|----|

**I**

|                                   |    |
|-----------------------------------|----|
| Immediate Family Definition ..... | 19 |
| Indemnification.....              | 5  |
| Indirect Pay and Allowances ..... | 9  |
| Injury Leave Payments .....       | 23 |
| Insurance .....                   | 9  |

**J**

|                 |    |
|-----------------|----|
| Jury Duty ..... | 21 |
|-----------------|----|

**L**

|                                    |    |
|------------------------------------|----|
| Leaves .....                       | 17 |
| Leaves of Absence With Pay .....   | 18 |
| Leaves of Absence Without Pay..... | 17 |
| Length of Work Week .....          | 27 |
| Life Insurance.....                | 15 |

**M**

|                                |    |
|--------------------------------|----|
| Management Rights.....         | 1  |
| Meal Periods .....             | 27 |
| Medical Insurance.....         | 9  |
| Merit Increase.....            | 6  |
| Military Leave .....           | 22 |
| Miscellaneous Provisions ..... | 31 |

**N**

|                |    |
|----------------|----|
| Nepotism ..... | 28 |
|----------------|----|

**P**

|                                       |    |
|---------------------------------------|----|
| Parental Leave .....                  | 20 |
| Payment for Unused Sick Leave.....    | 19 |
| Performance Evaluation .....          | 6  |
| Personnel Files .....                 | 29 |
| Personnel Provisions.....             | 27 |
| Probationary Period.....              | 28 |
| Professional Development Package..... | 16 |
| Promotion Effect on Salary .....      | 7  |

**R**

|                                 |    |
|---------------------------------|----|
| Reassignment .....              | 28 |
| Recognition .....               | 1  |
| Representation Rights.....      | 32 |
| Resignation .....               | 28 |
| Rest Periods .....              | 27 |
| Retiree Medical Insurance ..... | 12 |
| Retirement System .....         | 25 |
| Retroactivity .....             | 31 |

**S**

|                                  |    |
|----------------------------------|----|
| Safety Shoes.....                | 17 |
| Salaries.....                    | 5  |
| Seniority Upon Reemployment..... | 6  |
| Severance Pay.....               | 27 |
| Sick Leave.....                  | 19 |
| Sick Leave Accrual Rate.....     | 19 |
| Signature Page .....             | 34 |
| Stewards .....                   | 2  |
| Stewards' Release Time .....     | 2  |

**T**

|                         |    |
|-------------------------|----|
| Terms of Agreement..... | 33 |
| Transfer.....           | 28 |

**U**

|                   |   |
|-------------------|---|
| Union Dues .....  | 4 |
| Union Rights..... | 2 |

**V**

|                                  |    |
|----------------------------------|----|
| Vacation Leave.....              | 22 |
| Vacation Leave Accrual Rate..... | 22 |
| Vision Plan .....                | 15 |

**W**

|                          |    |
|--------------------------|----|
| Weingarten Rights .....  | 31 |
| Working Conditions ..... | 27 |

**City of Richmond and IFPTE Local 21 –  
Executive Management Unit**

**2022 Classification and Compensation Meet and Confer**

**City Proposal Number 1 – Version 4**

**Date: May 24, 2023**

**Subjects: Classification and Compensation Study Implementation**

5-26-23

**Proposal**

The City proposes to implement the 2021 Segal Classification and Compensation Study for all represented classifications via the below side letter to the Parties' current MOU. The City further proposes to address the Union's interest for an across-the-board minimum increase for employees with four additional compensation enhancements to the Parties' MOU:

- 1) Increase the value of the January, 2024 base wage increase from 4.0% to 5.0%;
- 2) Increase the value of the January, 2025 base wage increase from 4.0% to 5.0%;
- 3) Establish a City contribution to a deferred compensation account for each Executive in the amount of 2.0% of each employee's semi-monthly base salary to occur each pay period starting July, 2023 and;
- 4) Add longevity pay as described in the proposed MOU language below.

**MOU Side Letter Language**

The City of Richmond ("City") and IFPTE Local 21 Executive Management Unit ("Union") (collectively, "the Parties") have met and conferred in good faith pursuant to California law and Article 6.1 of the Parties' 2021 - 2025 Memorandum of Understanding concerning implementation of the 2021 Segal Classification and Compensation Study. The Parties hereby agree as follows:



1. The Parties approve the IFPTE Local 21 Executive Management Unit Salary Adjustments from the Segal Classification and Compensation Study Final Report dated June 2021. (Attachment A.)
2. The Parties approve the IFPTE Local 21 Executive Management Unit Job Description updates from the Segal Classification and Compensation Study Final Report dated June 2021 as amended by the Parties. (Attachment B.)
3. The equity adjustments will be implemented the first full pay period following City Manager (or designee) approval of the job description changes. The City will recommend adoption of this side letter including Attachments A & B to the City Council.
4. The Parties shall conduct bi-weekly video conferences to review the City's progress implementing the Segal Classification and Compensation Study for the Executive Unit until the City has completed the process of adopting the updated job descriptions.

The City will implement the Compensation Study by placing employees in the proposed grade for their job classification as stated in Attachment A. Job classifications receiving an equity adjustment will be placed in the range reflecting the value of the equity adjustment recommendation by Segal. Job classifications that do not receive an equity adjustment will remain in their current salary range. Individual employees will be placed within their salary range at a point most similar to their current range that does not cause a reduction in base wage. The ranges will be divided into five equal portions to assess where the employee will be placed in the range to comply with the methodology detailed above.

**Base Wage Increases, Deferred Compensation and Longevity Pay**

The City will increase base wages for all classifications in the Executive Unit, establish a City deferred compensation contribution and establish longevity pay for Executives. These changes are separate from the agreed upon equity adjustments for the Executive Unit.

1. The monthly pay rate increase for January 1, 2024 described in Section 6.1 of the MOU will change from 4.0% to 5.0%.

2. The monthly pay rate increase for January 1, 2025 described in Section 6.1 of the MOU will change from 4.0% to 5.0%.
3. Section 7.18 of the MOU will be amended to add the following sentence: "Starting July 1, 2023, the City will contribute an amount equal to 2.0% of each employee's semi-monthly base salary into their deferred compensation account each pay period."
4. Section 6.12 will be added to the MOU and will read as follows:

"Longevity Pay

Effective the first full pay period in July, 2023, eligible employees shall receive longevity pay as follows:

An employee who has completed five years of service at the City will receive longevity pay in the amount of 2.0% of base salary effective the first full pay period following their fifth anniversary date.

An employee who has completed ten years of service at the City will receive an additional longevity pay in the amount of 2.5% of base salary effective the first full pay period following their tenth anniversary date, increasing their total longevity pay to 4.5%.

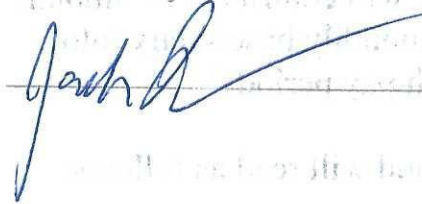
An employee who has completed twenty years of service at the City will receive an additional longevity pay in the amount of 4.5% of base salary effective the first full pay period following their twentieth anniversary date, increasing their total longevity pay to 9.0%."

TA  
JWH  
5-26-23

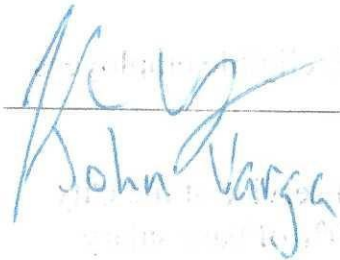


The Parties will not further amend their current Memorandum of Understanding as a result of this Agreement. This Agreement embodies all items agreed upon by and between the Parties regarding the Study as addressed above.

For the City:

 5-26-23

For the IFPTE Local 21 Executive Management Unit:

 5/26/23  
John Varga

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