



City of San Leandro

Meeting Date: October 7, 2013

Staff Report

File Number: 13-472

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.H.

TO: City Council

FROM: Chris Zapata
City Manager

BY: LaTanya Bellow
Human Resources Manager

FINANCE REVIEW: Carla Rodriguez
Deputy Finance Director

TITLE: Staff Report for a Resolution Approving the San Leandro City Employees' Association (SLCEA) Memorandum of Understanding and a Resolution Approving the Conditions of Employer Paid Member Contributions for the San Leandro City Employees' Association (SLCEA)

SUMMARY AND RECOMMENDATIONS

The City Manager recommends that the City Council approve a resolution ratifying the Memorandum of Understanding (MOU) between the City of San Leandro and the San Leandro City Employees' Association (SLCEA) covering the period of January 1, 2013 through December 31, 2015.

In addition, the City Manager recommends that the City Council approve a separate resolution specifying the conditions of Employer Paid Member Contributions (EPMC) for the SLCEA. This resolution is required by the California Public Employees' Retirement System (CalPERS) in order to implement the EPMC.

BACKGROUND

The SLCEA represents approximately 256 full-time employees. The City's and SLCEA's negotiators reached a tentative agreement that was ratified by the employees on August 30, 2013 and is presented to the City Council for its approval.

Analysis

The major elements of the tentative agreement include the following:

Duration: Three years, starting January 1, 2013 and ending December 31, 2015.

Wages: A three and one-half (3.5%) percent across the salary schedule adjustment effective October 1, 2013.

A three and one-half (3.5%) percent across the salary schedule adjustment effective July 1, 2014.

A three (3%) percent across the salary schedule adjustment effective July 1,

2015.

PERS:

For employees in Tier One:

- Effective October 1, 2013, employees shall commence paying 3% of the employee contribution and the City shall contribute 5%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 2%. Effective July 1, 2015, employees shall commence paying 8% of the employee contribution and the City shall contribute 0%.

For employees in Tier Two:

- Effective October 1, 2013, employees shall commence paying 3% of the employee contribution and the City shall contribute 4%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 1%. Effective July 1, 2015, employees shall commence paying 7% of the employee contribution and the City shall contribute 0%.

For employees in Tier Three:

- Pursuant to the Public Employees' Pension Reform Act of 2013, employees hired after January 1, 2013 depending on previous California public agency employment are subject to specific pension formulas and employee contributions.

Benefits:

The City's contributions to the medical plans in 2013, based on the 2012 Kaiser medical insurance premium, are as follows:

<u>Level</u>	<u>City Cost</u>
Employee	\$ 610.44
2-party	\$1,220.88
Family	\$1,587.14

Employees will pay 50% of premium increases in 2014 and 2015. For the term of this agreement Opt-out premiums remain unchanged from previous MOU.

Previous Action

- On December 20, 2010, by Resolution No. 2010-158, the City Council approved the last MOU, for the period January 1, 2011 through December 31, 2012.

Fiscal Impacts

The agreement is effective January 1, 2013 and will cost the City of San Leandro approximately \$146,478 in the first year (2013-14) with a 3.5% wage increase and 3% employee contribution towards PERS. It will cost approximately \$241,869 in the second year (2014-15) with a 3.5% wage increase and 3% employee contribution towards PERS. Although the agreement expires on December 31, 2015, the projected cost in year 2015-16 is approximately \$367,231 with a 3% wage increase and 2% employee contribution towards PERS. The total cost over three fiscal years is approximately \$755,578.

ATTACHMENTS

- Memorandum of Understanding (MOU)

PREPARED BY: LaTanya Bellow, Human Resources Manager, City Manager's Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN LEANDRO
AND
SAN LEANDRO CITY EMPLOYEES' ASSOCIATION, LOCAL 21 IFPTE, AFL-CIO**

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

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

This Memorandum of Understanding shall be presented to the San Leandro City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2013 through December 31, 2015.

Section 1. Recognition

1.1 Union Recognition

San Leandro City Employees' Association, Local 21 IFPTE, AFL-CIO hereinafter referred to as the "Union," is the recognized employee organization for the classifications shown in Appendix "A" which is attached hereto and made a part hereof.

In the event the City should develop a new classification, the City shall notify the Union of the development of said new classification and the City's tentative determination as to the unit placement of said classification. Upon request from the Union within ten (10) working days from the City's notice, the City shall consult with the Union concerning the unit placement of the new classification.

In the event said classification is determined to be in this unit, the City and Union shall meet and confer regarding the salary range. Such salary range shall be subject to approval by the City Council.

1.2 City Recognition

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

Section 2. Union Security

2.1 Dues Deduction

A. The City agrees to deduct, in two equal deductions per month, dues for employees in the Unit and such other deduction as approved by the Union Executive Board and authorized in writing by the individual employees concerned on forms currently accepted by the Finance Director for such deductions.

- B. The City agrees to provide the Union the name, department, job class, and deduction status of all unit employees on a monthly basis.

2.2 Maintenance of Membership

- A. Union membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Union member, or becomes an Union member, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this agreement.
- B. Every employee who is a member of the Union shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of section B.1.

2.3 Service Fee

A. Deductions

Pursuant to State law, Unit employees have by secret ballot, voted to implement Agency Shop.

All employees in the unit who have not authorized an Union dues deduction shall within the thirty (30) day period following notification of their obligation under this agreement execute an authorization for the payroll deduction of one of the following: (1) Union dues; (2) an agency fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization; or (3) if he/she qualifies, a charity fee equal to the agency fee to a tax-exempt charitable organization that has been agreed to.

To qualify for the designated charity fee deduction, an employee must certify to the Union that 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.

Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

If an employee fails to authorize one of the deductions, the City will deduct the agency fee amount from the employee's paycheck.

B. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions by this article, no such deductions shall be made for that period.

C. Financial Documentation

- 1) The Union shall, within sixty (60) days after the end of each fiscal year, make available to the City financial documentation, which shall meet the requirements of Government Code section 3502.2.
- 2) The City agrees to provide the Union the name, department, class, and payroll deduction status of all unit employees on a monthly basis.

D. Petition, Election and Challenge

- 1) If a petition is filed with the City which represents an election rescinding agency shop and such petition contains signatures collected within a forty-five (45) day period, of at least thirty percent (30%) of the employees in the bargaining unit, an election will be held. Such election may be held only once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot, and a majority vote of all employees in the bargaining unit shall be required to rescind agency shop.
- 2) A unit employee who is subject to the payment of an agency shop fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro-rata share of expenditures by the Union that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the Union.

E. Hold Harmless

The Union agrees to indemnify and defend the City and its officers, employees and agents against all claims, proceeding and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Section. In addition, the Union shall refund to the City of San Leandro any amounts paid to or upon presentation of supporting evidence.

Section 3. Advance Notice

Except in cases of emergency as provided in this section, the City Council and boards and commissions designated by law or by the City Council, shall give reasonable written notice to the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation, including matters subject to consultation, proposed to be adopted by the City Council or such boards and commissions and shall give such recognized Union the opportunity to meet with the City Council or such boards and commissions. The Union shall give reasonable written notice to the Municipal Employee Relations Officer of any matter within the scope of representation, including matters subject to consultation, proposed to be communicated to the City Council or such boards and commissions.

In cases of emergency when the City Council or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the City Council or such boards and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Section 4. Union Rights

4.1 Reasonable Time Off to Meet and Confer and Process Grievances

The Union may select not more than four (4) employee members to attend formal meet and confer sessions for the purposes of negotiating memoranda of understanding. In addition, the Union may select not more than two (2) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The Union shall, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided, further:

- A. that no Union representative shall leave a duty or work station or assignment without approval of the department head or other authorized City management official.
- B. that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances, provided, however, that nothing herein shall be construed to limit or restrict the right of the City or the Union to be represented in scheduled meetings.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the approval of the department head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours without the prior approval of the Municipal Employee Relations Officer.

4.3 Use of City Facilities

Union may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities for Union meetings provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, e-mail systems, and blackboards, is strictly prohibited unless prior approval is obtained from the Municipal Employee Relations Officer, the presence of such equipment in approved City facilities notwithstanding.

4.4 Use of Bulletin Boards

The Union may use portions of City bulletin boards under the following conditions:

- A. All materials must be dated.
 - B. The department head shall present submitted materials to the Municipal Employee Relations Officer for approval prior to posting. The actual posting of materials will be done by the City and as soon as reasonably possible. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after posting. Materials which the department head considers objectionable will not be posted, provided, however, the department head shall first discuss and receive concurrence from the Municipal Employee Relations Officer.
 - C. Union materials shall be restricted to Union business only. No derogatory or defamatory material shall be posted.
 - D. The City reserves the right to determine where bulletin boards shall be placed and what portions of them are to be allocated to employee organizations' materials.
 - E. The Union does not abide by these rules shall be subject to forfeiture of its right for a period of (thirty) 30 days to have materials posted on City bulletin boards.
- 4.5 Within ten (10) days of the signing of this Agreement, the Union shall provide a current list of representatives to Human Resources, including worker name, classification, department and work location. Human Resources shall be provided with updated changes when representatives are replaced.
- 4.6 The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's Union membership, activities, or support, or lack thereof. No employee shall be discriminated against because of said membership, activity, or support, or lack thereof, or because of the exercising of his/her rights under this Memorandum of Understanding.

Section 5. City Rights

The rights of the City include, but are not limited to, 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 and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as modified by other provisions in this Memorandum of Understanding.

Section 6. Pay and Classification

- 6.1 The recognized classifications and those rates of pay which are to be effective during the period of this Memorandum of Understanding are enumerated in Appendix "A" which is attached hereto and made a part hereof.

The appendix reflects wage adjustments as follows:

A three and a half (3.5%) percent across the salary ~~schedule adjustment~~ increase effective October 1, 2013.

A three and a half (3.5%) percent across the salary ~~schedule adjustment~~ increase effective **July** 1, 2014.

A three (3%) percent across the salary ~~schedule adjustment~~ increase effective **July** 1, 2015.

Section 7. Annual Vacation Leave

- 7.1 The purpose of annual vacation leave is to enable each eligible employee to return to work physically and mentally refreshed. In the administration of this section, administrative personnel shall be guided by this stated purpose. The time at which an employee shall take vacation leave during the calendar year shall be determined with due regard for wishes of the employee, and particular regard for the needs of the department. In the event one (1) or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

Employees may accumulate vacation leave up to a maximum of two (2) years vacation accrual. An additional year may be accumulated with Department Head approval. Such approval shall be recorded in the employee's personnel file. An employee who fails to take accrued vacation leave within the time herein prescribed shall lose such accrued vacation leave.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue vacation leave for that pay period.

Upon being separated from City service, an eligible employee shall be entitled to compensation for any accrued but unused vacation calculated at the rate of pay at the time of termination.

The vacation/holiday sign-up for Police Services Aide, Administrative Specialist-Police, Jailer and Dispatcher, will be posted in the authorized work locations of the respective police divisions no later than November 1, to be completed by December 1, for the next calendar year.

- 7.2 The following vacation leave provisions do not apply to hourly or part-time employees.

Vacation leave for each full-time employee shall be accrued and credited for the pay period in which it is earned.

An employee holding a full-time position shall be entitled to vacation leave which shall accrue at the rate of twelve (12) days for each calendar year of service performed. If a newly hired

employee possesses five (5) years of experience in the field in which he/she is hired, he/she shall accrue vacation leave at the rate of fifteen (15) days for each calendar year of service performed.

The City shall evaluate employees hired before February 1, 2002 who have not yet performed five (5) full years of City service, to determine if they possessed the required experience when they were hired. If so, their accrual rate will be changed to fifteen (15) days. If not, their accrual rate will be changed from ten (10) days to twelve (12) days effective January 1, 2002.

In the year in which an employee holding a full-time position completes five (5) full years of City service, such employee shall be entitled to fifteen and three-quarters (15¾) work days of vacation for service performed.

For each full year of full-time City service completed thereafter, three-quarters (¾) of a work day vacation shall be added up to a maximum of twenty-five (25) work days of vacation.

Employees with contiguous previous City service, other than full-time permanent, shall receive service credit for vacation accrual of up to five (5) years when combined with current seniority.

<u>YEARS OF SERVICE</u>	<u>DAYS/HRs OF VACATION ACCRUAL</u>
0-4.99 completed yrs of svc.	12/96 or 15.00/120
5.00-5.99 yrs of service	15.75/126
6.00-6.99 yrs of service	16.50/132
7.00-7.99 yrs of service	17.25/138
8.00-8.99 yrs of service	18.00/144
9.00-9.99 yrs of service	18.75/150
10.00-10.99 yrs of service	19.50/156
11.00-11.99 yrs of service	20.25/162
12.00-12.99 yrs of service	21.00/168
13.00-13.99 yrs of service	21.75/174
14.00-14.99 yrs of service	22.50/180
15.00-15.99 yrs of service	23.25/186
16.00-16.99 yrs of service	24.00/192
17.00-17.99 yrs of service	24.75/198
18.00 or more yrs of service	25.00/200

Accrual rates change in the pay period in which the employee's anniversary date falls.

Employees shall be allowed to sell up to 80 hours of vacation per year. Time may be sold twice annually in June and December. In 2013 only, the first sell back shall occur in October.

Section 8. Sick Leave and Call-In

The object of this section is to provide orderly methods of furthering the health and safety of each employee as well as aiding in the maintenance of productivity.

Sick leave, under this rule, is not a right which an employee can use at his/her discretion, but a privilege which can be allowed only in cases of actual sickness or injury of such employee or of a member of his/her immediate family which compels an employee to be absent from work.

- a. **Call-In:** To qualify for paid sick leave, an employee must notify his/her supervisor as soon as possible after the beginning of the work day, but no later than thirty (30) minutes after the start

of the work day. Waiver of the foregoing reporting requirement can be made by the department head only in specified and unusual circumstances. Absence for illness may not be charged to sick leave not already accumulated.

In instances when an employee cannot report for work on a scheduled work day, such employee shall comply with call-in rules established by the department head for the work unit in which the employee works.

- b. **Accrual:** An employee holding a full-time position with probationary or permanent status may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of eight (8) hours for each full calendar month of service beginning the first of the calendar month following full-time probationary employment. Employees whose full-time probationary employment begins on the first work day of the month shall accrue sick leave upon completion of that month. Unused sick leave may be accumulated to a total of two thousand (2000) hours.

In the event employee absences from duty are deemed by the City Manager to be the result of concerted activity, any employee claiming sick leave with pay shall be required to provide a doctor's certificate stating the nature of the sickness or injury, the name and signature of the attending physician, the time and date the employee was examined by the physician, and a certification that the disability was of such severity as to prevent the employee from performing the job. The City Manager may also require that the evidence submitted by the employee be reviewed by a physician selected by the City and may require a physical examination by such physician at the City's expense. In those instances where the City Manager requires that this procedure be followed, it is understood that the burden of proof to qualify for sick leave with pay is placed upon the employee.

Sick leave shall not be granted to an employee who is absent from duty due to illness or injury incurred while self-employed or working for an employer other than the City of San Leandro.

The parties understand and agree that once salary continuation benefits have been exhausted, if applicable, sick leave, compensatory time and part-time PTO leave that have been accrued will be coordinated with other applicable benefits, in that order, to mitigate the financial impact of an employee's absence.

An employee who is in unpaid status for 44 or more hours in a given pay period shall not accrue sick leave for such period.

- c. **Payment:** Payment for unused sick leave will be granted to full-time regular employees with at least fifteen (15) years' continuous City service at death, retirement or resignation in good standing based on salary at termination, pursuant to the following schedule: Number of sick leave days accumulated, multiplied by seven and one-half percent (7½%), multiplied by the number of whole years of service, multiplied by the hourly rate at termination.

The above formula figure of seven and one-half percent (7½%) will be adjusted to ten percent (10%) for an employee who terminates City service after completing twenty-five (25) years of uninterrupted City service by way of termination, service retirement or resignation in good standing with the City.

An employee whose death or permanent disability is a result of an accident which is held to be compensable by the Workers' Compensation Appeals Board will receive payment for unused sick leave without regard to continuous City service according to the seven and one half percent (7½%) formula. An employee who completed twenty-five (25) or more years of uninterrupted service shall receive payment for unused sick leave in accordance with the ten percent (10%) formula as described in the above paragraph.

In order for Police Services Aide Administrative Specialist-Police and Dispatcher, to qualify for paid sick leave, notification must be given to the work unit supervisor as soon as is practicable, but at least thirty (30) minutes prior to the start of the regular work day. Waiver of this reporting requirement can be made by the Police Chief only, and only, in specific unusual circumstances. Absence for illness may not be charged to sick leave not already accumulated.

Section 9. Maternity Pregnancy, Disability and Family Medical Leaves

Maternity and paternity leave shall be in accordance with applicable State and/or Federal law. Such leaves shall be in accordance with City Administrative Procedure 1600, Family and Medical Leave Request Process; Administrative Procedure 1630, Pregnancy Disability Leave Process, and applicable State and/or Federal law.

Section 10. Funeral Leave

In the event of death in the immediate family of an employee, the employee shall, upon request to his/her supervisor, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of five (5) working days. This provision does not apply if the death and/or funeral occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, sick leave, or any other leave status. Funeral leave for permanent part-time employees shall be on a pro-rated basis.

The immediate family of an employee includes wife, husband, registered domestic partner, child, father, mother, sister, brother, grandchildren, grandparents, mother-in-law, father-in-law, or stepparent where there is a child-rearing relationship.

Funeral leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased. It is understood, however, that leave, as provided in the preceding paragraph, may be granted to commence prior to the decease of a member of the employee's immediate family or where death appears imminent.

The foregoing funeral leave provisions do not apply to hourly employees.

Section 11. Military Leave

Military leave shall be granted in accordance with the provision of the California State Law. An employee entitled to, and taking military leave shall provide his/her department head copies of orders calling him/her to active military duty. The department head, within the limits of military necessity and regulations, may determine when such leave shall be taken. Upon returning from military leave, an employee shall provide, when applicable, copies of military release papers.

Section 12. Jury Duty

A full-time or permanent part-time employee, when reporting to jury service as specified by summons, or answering a subpoena as a witness for an incident witnessed while on duty will be entitled to receive their full pay for the period of their jury service.

Upon the completion of service, the employee shall present written proof of jury service to their supervisor. Service not paid for by the court is not covered by this section.

Grave and Swing Shift

Employees scheduled to work the swing shift the day of reporting for jury duty will not be required to work such shift and will receive their regular pay, except that any swing shift employee released from jury duty prior to 12:30 p.m. shall report to work for their full shift.

Employees scheduled to work the graveyard shift immediately preceding a day of jury duty as above defined will not be required to work such shift and will receive their regular pay.

Water Pollution Control Plant

After submittal of a jury summons at least two weeks prior to the date of service, Water Pollution Control Division employees, if practical, shall be assigned to the Monday through Friday dayshift until released from jury duty.

Day Shift

Any day shift employee scheduled to report for jury duty before 12 noon shall not be required to work beforehand. Any day shift employee released from jury duty prior to 12:30 p.m. shall report to work for the balance of the shift.

Section 13. Leave of Absence Without Pay

A leave of absence may be granted to an employee when it would improve the quality of the employee's job performance for the City government or when such leave is in other ways considered to be in the best interest of the City service. This could include leave for such purposes as additional job-related education or training, or extended illness not covered by accumulated sick leave.

For the purpose of this section, a leave of absence is defined as a privilege which may be granted to an employee wishing to leave the City service in good standing without pay for a limited period. Such employee must make a written request to his/her supervisor for such leave, stating the dates upon which he/she wishes to leave and to return, and the reason for the request. The department head must submit a written statement giving his/her reasons for recommending the approval of each request, after considering such factors as employee work performance, whether loss of services would be detrimental to the City's interest, availability of replacements and similar pertinent factors. The City Manager may approve or disapprove the recommendation of a department head to allow a leave of absence for a period not to exceed six (6) months. Approval may be given to extend a leave of absence for one (1) additional period not to exceed six (6) months.

When reporting to work at the expiration of any leave of absence, an employee of this City may be required to submit to medical examinations to determine whether or not he/she is still capable of performing the duties of his/her position.

Any employee leaving the competitive service before leave of absence has been granted is absent without leave, and such conduct shall be proper grounds for discharge from the service. Upon the expiration of a regularly approved leave of absence the employee shall be reinstated in the position held at the time such leave was granted, unless he/she conducts him/herself while on such leave in a manner constituting cause for discharge. Failure on the part of an employee on leave of absence to report promptly at its expiration, or within a reasonable time after notice in writing to return to duty, shall be cause for discharge.

Section 14. Holidays

All full-time regular employees, except as hereinafter provided, shall be entitled to the following holidays provided that if such employee fails to report for scheduled work on any of such holidays, he/she shall receive no pay: New Year's Day; third Monday in January (Martin Luther King's Birthday); second Monday in February (Lincoln's Birthday); third Monday in February (Washington's Birthday); last Monday in May (Memorial Day); Independence Day; Labor Day; November 11 (Veterans' Day); Thanksgiving Day; the day after Thanksgiving; one-half (1/2) day on the day before Christmas and one-half (1/2) day on the day before New Year's Day; Christmas; and every day proclaimed a City holiday by the Mayor. Except for continuous 24/7 operations, when a day herein listed falls on an employee's regular day off, he/she shall be entitled to a day off in lieu thereof within the calendar year. The day selected shall be subject to approval of the department head. When such day herein listed falls on a Sunday or Saturday, such day off in lieu thereof shall be the Monday following or Friday preceding respectively, except as hereinafter provided and except if Christmas Day or New Year's Day falls on a Sunday or Monday the one-half (1/2) day provision will be applicable the preceding work day. Continuous operations, as designated by the Department Head, will observe the actual holiday for compensation purposes.

Each employee represented by the Union shall be entitled to one (1) floating holiday which shall be scheduled at a time mutually convenient to the employee and the department head. The floating holiday must be taken during each calendar year and may not be carried over to another calendar year or converted to pay. Such holiday shall be granted to employees hired on or before September 1 of each calendar year.

During the 2013 calendar year, subject to an agreed upon holiday closure, employees will be granted one (1) additional floating holiday to be taken within the 2013 calendar year. This one (1) additional holiday may not be carried over to another year or be converted to pay. These days will be pro-rated to the nearest half-day for individuals working less than the full year.

To the extent that operating conditions allow, employees are to be given the day off on the date of the holiday. Where operating conditions require established organized shifts to be regularly staffed without regard to holidays, the department head shall designate by list the positions required to be staffed. The list of positions so designated shall be subject to approval of the City Manager, and shall be filed with the Human Resources Department and the Finance Director.

If an employee holding a position on such a list works an established organized shift on a holiday, the employee shall receive his/her regular pay plus one and one-half (1 ½) times his/her regular hourly rate of pay times the hours worked on the holiday. As an alternate, the employee may receive regular pay for the holiday plus compensatory time off at the one and one-half time rate within the calendar year, or with special approval of the department head, within the next succeeding calendar year. The specific date(s) requested to take this time off are subject to the specific approval of the supervisor. When a day herein listed as a holiday falls on a regular day off for an employee holding a position on such a list, such employee shall be entitled to a day off in lieu thereof at a later date within the calendar year or with special approval of the department head within the next succeeding calendar year. Such day off in lieu thereof is subject to approval of the department head as to the day selected. In no event shall an employee be entitled to days off as holidays; days off in lieu thereof; holiday pay, or any combination thereof which exceeds the total number of days set forth as holidays in this rule. The above provisions shall be effective as to any employee transferred to a position designated as required to be staffed without regard to holidays on the approved list, and shall cease to be effective as to any employee transferred from such a position, as of the date of transfer. When employment of a person occupying a position on the approved list is terminated, his/her entitlement for the holiday leave shall be prorated on the ratio of time served to the entire calendar year. Final compensation shall be adjusted on the basis of days taken in lieu of holidays as against the entitlement as so calculated.

The foregoing holiday provisions do not apply to hourly or part-time employees.

Any Public Safety Dispatcher, Jailer, Police Services Aide and Administrative Specialist-Police in the Police Department assigned to the patrol, records or traffic division and who is subject to a rotational schedule may receive for any eight (8) hours holiday worked, one and one-half times (1½) the straight time rate of pay or compensatory time off at the one and one-half time (1½) rate. The employee may be compensated in payment at the overtime rate for the equivalent of four (4) hours, and the remaining eight (8) hours of holiday time will remain in the holiday account. In the event the employee elects compensatory time off the accrued time shall be placed in the employee's compensatory time off balance, not to exceed eighty (80) hours. The term "compensatory time" refers to that time earned and accrued by working any overtime or holiday.

For Public Safety Dispatcher, Jailer, Police Services Aide or Administrative Specialist-Police employees, compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed eighty (80) hours.

Once a Public Safety Dispatcher, Jailer, Police Services Aide or Administrative Specialist-Police employees, compensatory time off balance exceeds eighty (80) hours, the employees shall be compensated in pay.

A Public Safety Dispatcher, Jailer, Police Services Aide or Administrative Specialist-Police employee may schedule accrued compensatory time and the Department will schedule a relief employee as available. If not available, the Department will post the vacancy for a volunteer employee to sign for, on an overtime basis. The volunteer employee will only be compensated in pay for the overtime worked at the overtime rate of one and one-half times (1½) the hourly rate based on the employee's monthly salary. This process shall be consistent with the San Leandro Police Department sign-up procedures.

Section 15. Reallocation of Position

An employee in a position reallocated to a lower class shall have the right of either; (1) transferring to a vacant position in his/her present classification provided the department head into which the transfer is proposed agrees; or (2) continuing in the same position in the lower classification with their salary Y-rated.

Section 16. Injury on Duty

When an employee is incapable of performing his work or duties as a result of injuries received or illness arising in the course of his/her employment by the City and receives benefits pursuant to the Workers' Compensation Act, upon the sole discretion of the City Manager, a full-time competitive service employee hired pursuant to the merit personnel program may be granted a leave with an amount of pay equal to the difference between his/her City pay and the Workers' Compensation pay benefit, if any, received by him/her during such incapacity, but not to exceed one (1) year for any one (1) period of such incapacity.

Leave granted an employee under the above provisions shall not be considered sick leave or deducted from accumulated sick leave.

When an employee has been injured in the line of duty and receives compensation in accordance with the provisions of any Workers' Compensation Act of the State of California, the ACM/designee shall have submitted to him/her reports on the forms in the manner prescribed.

An employee injured in the line of duty who requires medical care and/or physical therapy shall schedule, as far as practicable, such appointments at a time so as to be as least disruptive to the work schedule.

Modified Duty - It is the policy of the City to encourage employees to return to work as soon as possible. Every effort will be made to accommodate to an employee's medical needs to ensure a speedy return to work. An injured employee is required to cooperate and comply with request for information to facilitate the employees' return to work, either on a modified basis or a return to full duties.

Industrial Disability Management Program - The parties agree to cooperate in the development of an industrial disability management program.

Section 17. Hours of Work

A work week shall be computed as the number of hours customarily considered as a full week's work in the classification and in the department in which the person is employed.

Public Works employees who are regularly assigned to work a majority of their regularly scheduled shift between the hours of 4:00 p.m. and 12:00 a.m. (swing) shall receive a shift differential of one hundred seventy-five dollars (\$175.00) per month. Public Works employees who are regularly assigned to work a majority of their regularly scheduled shift between the hours of 12:00 a.m. and 8:00 a.m. (graveyard) shall receive a shift differential of two hundred (\$200.00) per month. Effective October 1, 2013, the graveyard shift differential shall be increased to two and fifty hundred (\$250.00) per month. Employees who are regularly assigned

to provide relief assignments for swing and/or graveyard shift(s) shall receive a shift differential for the time spent working on such shift(s).

It is understood that such shift differential shall be included in the computations based upon the base rate for purposes of overtime compensation, holiday, sick leave and vacation leave pay where the employee has worked a shift which requires payment of the differential, as provided in the preceding paragraph, for thirty (30) days or more. Shift differential will be suspended for absences of over 30 days.

The setting of work hours is based upon the operational needs of the department. An employee's work hours may be changed based upon the operational needs of the department. In the event an employee's work schedule is to be changed; the employee shall be given seven (7) working days advance notice.

Section 18. Outside Work

An employee's primary employment responsibility is to the job the employee has with the City. Any employee who wishes to engage in employment outside a City position shall first submit a written request to his/her department head and receive approval for same before engaging in any such employment. Such outside employment shall not adversely affect job performance or create a conflict of interest with the employee's City position. Employees soliciting outside work within San Leandro which is similar to that performed for the City shall not:

Solicit work on City time;

Solicit work which overlaps City work (for example: Private tree work adjacent to City maintained trees); or

Utilize City uniforms, or wear clothing which is similar to City uniforms.

Section 19. Overtime Compensation

Except as otherwise noted, the City's official work period is 12:00 am Sunday through 11:59 pm Saturday. Overtime is authorized time of five (5) minutes or more worked in excess of forty (40) hours in a designated seven (7) day work period in the classification and/or in excess of eight (8) hours (or the regularly scheduled work day if longer than (8) hours) in the department in which the person is employed. Unless initiated/requested by an employee, no employee's scheduled work period will be changed to avoid paying overtime.

When first authorized by the department head and with approval of the City Manager, overtime worked shall be paid at the rate of one and one-half (1½) times the hourly rate based on the employee's monthly salary. For required call-out on a normal work day, a minimum two (2) hours' pay at the overtime rate will be paid for the first such call-out. For required call-out on a normal day off, a minimum two (2) hours' pay at the overtime rate will be paid for each of the first two (2) such call-outs. An employee may elect to take compensatory time off in an amount equal to one and one-half (1½) times the overtime worked in lieu of pay. Maximum compensation time off accrual is 240 hours. It is understood that a telephone call made to an employee during non-working hours which does not result in a call out of that employee, shall not qualify for payment pursuant to this section. This time off must be taken no later than the calendar year following the calendar year in which it was accrued and at a time specifically

approved by the supervisor. Except as herein above provided in this Section 19, a full-time regular employee who is required to work on a holiday at the direction of his/her department head, shall receive his/her pay for the holiday plus one and one-half (1½) times his/her regular pay for the time worked.

In the event an employee is ordered by a magistrate to appear in court and does appear on a day during which the employee has called in sick, the employee will be paid overtime at the rate listed for court appearance, except that employees working the day shift shall not be paid overtime, but the hours spent at the court appearance shall not be deducted from his/her accumulated sick leave hours.

Section 20. Application of Pay Rates

Employee's will receive acting pay for performing a "substantial portion" of the duties and responsibilities of a higher classification. Employees shall be paid a salary or hourly rate within the range established for that classification under the City pay plan. Employees reinstated or reemployed after layoff shall receive a pay rate within the pay range established for the class to which they are assigned.

Employees may be assigned to perform the duties of a permanent position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

- A. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made prior to the beginning of the shift and with written notification to the acting employee;
- B. Acting assignments shall be made only in those instances where the acting employee is required to perform all of the duties and responsibilities of the position for which the employee is acting. Acting pay shall not be authorized for periods of less than one (1) full work day. Payment for an acting assignment shall commence on the first day of such assignment;
- C. Acting pay shall be that certain step in the salary range of the higher classification which generates an increase above the acting employee's current salary of not less than five percent (5%).

Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

For the period of the Memorandum of Understanding, Administrative Specialist Police, Police Services Aides and Dispatchers who are assigned for at least thirty (30) consecutive days to a duty assignment which is required to be staffed twenty-four (24) hours per day, seven (7) days a week, shall receive a total of one hundred dollars (\$100.00) per month pay differential when so assigned. It is recognized and agreed that the work day for Police Services Aides will be eight

(8) hours and fifteen (15) minutes, which will include a fifteen (15) minute period for briefing and roll call. During this work day, a meal break may be taken only if the work situation so permits. The Police Services Aide who regularly performs administrative secretary duties, the Police Services Aide who perform clerical duties in the Investigation Division, the Police Services Aide who performs duties in the Warrants Section, and the Police Services Aide who performs D.A. Court Liaison and witness duties shall receive a total of twenty-five dollars (\$25.00) per month pay differential when so assigned.

For the period of this Memorandum of Understanding, up to fourteen (14) Police Services Aide positions with a communications assignment shall receive a ten percent (10%) pay differential. For the period of time that Police Service Aide is acting as a trainer in either a records or communications assignment, he/she shall receive an additional twenty-five dollars (\$25.00) a day pay differential.

For the period of time that Police Service Aide, Public Safety Dispatcher and Jailer are assigned to work in a training capacity, he/she shall receive an additional twenty-five dollars (\$25.00) a day pay differential.

Full-time Administrative Specialists-Police, Dispatches, Jailers, Community Services Officers and Police Services Aides who are required to maintain uniforms shall be allowed a uniform allowance of six hundred dollars (\$600.00). Payment shall be made by separate check.

Section 21. Layoff

The parties are in accord that the following provisions supplement and clarify language included in the current Memorandum of Understanding between the City Of San Leandro and the IFPTE, Local 21 and the Personnel Rules covering layoffs. It is understood that only the employee groups defined below possess the referenced layoff rights. Prior to the layoff of any full-time or permanent part-time employees, hourly part-time and/or temporary employees within the same classification, will be released.

Definitions

Permanent Part-time Employees: Hourly employees working a fixed-weekly schedule for a minimum of 1,000 hours a fiscal year for two consecutive fiscal years.

Full-time Employees: Regular hourly employees scheduled to work 2080 hours in a fiscal year.

Special Considerations

- Layoffs will be conducted by classification in the following order: “Permanent part-time” employees and then full-time employees.
- A full-time employee whose position has been identified for elimination may, in lieu of layoff, bump another full-time employee with less seniority in that classification and then in previously held classifications. If no such position exists, the affected employee may bump a “permanent part-time employee” regardless of relative seniority within the same or previously-served classification.
- Ties in seniority within the same classification shall be first broken by City-wide seniority and then by lot.

- Notice of potential layoff shall be delivered personally to an affected employee or be sent by mail and confirmed through the “Certificate of Mailing” process.
- “Permanent part-time” employees who become full-time employees, without a break in service, in the same classification will receive seniority credit for time served in such status on an hour-for-hour basis converted to yearly service credit upon their appointment to the full-time classification.
- “Permanent part-time” employee seniority shall be calculated based on the total number of hours worked in the classification. The calculation of service credit for “permanent part-time employees” will be determined by the number of paid hours worked through the last pay period 30 days prior to the date of layoff.
- Hours worked in a temporary employee capacity will not be counted for seniority purposes except where the employee converted from a temporary to permanent status in the same classification with no break in service.
- Employees shall not be credited with time spent in non-paid status except for Voluntary Time Off, military leave, as otherwise prescribed by law, or as mutually agreed to by the parties.
- Former Refuse Collector employees shall carry over seniority to lower-level classifications, but will not carry over seniority upon promotion to higher level maintenance classifications.
- Seniority credit shall only be credited for time spent in a position represented by SLCEA, Local 21. Bumping to lower-level positions where the displaced employee held previous status shall only occur for service rendered within the bargaining unit.

The appointing authority may lay off an employee in the competitive service because of material change in duties or organization, or shortage of work or funds. When, there are more employees in any class in the full-time competitive services than there are available positions, the employee with the least seniority in the class shall be laid off.

An employee whose position has been targeted for elimination and who holds seniority over other employees in that classification shall displace the most junior employee in that same classification. If a vacant position exists in the classification, the senior employee whose position is targeted for elimination shall be transferred to that vacant position. The senior employee shall receive written notification that he/she has displacement rights, and to what position he/she is eligible to displace to; or, in the event of a vacancy, transferred to.

Employees who are laid off may be eligible to "bump" into a classification(s) in which they previously held permanent status, provided that: 1) the classification has the same or lower maximum salary than the position they are being laid off from; and 2) they have more seniority than the most junior person in the classification to which they are bumping. For the purpose of bumping, seniority shall be defined as the total amount in the lower classification, added to the time spent in the related higher classifications from which they are being laid off.

Forty (40) days before the effective date of a layoff, the appointing authority and/or designee shall notify the Human Resources Department of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected at that time. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

Employees shall be given thirty (30) days notice before the effective date of a lay off.

All laid off employees shall be placed on a re-employment list for the class from which they were laid off or demoted and shall be offered positions in reverse order of lay off or demotion (i.e., the last person in the affected class to be laid off shall be the first re-hired when openings occur in that class or any other of same pay for which the employee is qualified). If the employee on the re-employment list refuses the initial offer of re-employment, the employee's name shall be placed at the end of the re-employment list. If the same employee refuses proffered re-employment the second time, the employee shall be removed from the list and shall no longer be eligible for re-employment as a laid off employee.

Employees on the re-employment list shall be offered positions for which they qualify before new employees are hired.

Re-employment lists shall remain in effect for a period of twenty-four (24) months.

All employees on the re-employment list shall be mailed notices of vacancies in the City for a period of twenty-four (24) months after their lay off.

Upon request, the City will meet and confer with the Union should there be a significant increase in the use of volunteers in work areas in which regular employees have been laid off.

Within sixty (60) days of determining that filled bargaining unit positions will be eliminated, the City shall give notice to the Union and meet and confer on any possible impact of the layoff. Issues to be discussed during the impact bargaining shall include identification of previously held positions for bumping purposes, alternatives to layoffs, severance, etc.

Section 22. Resignation

An employee wishing to leave the competitive service in good standing shall file with his/her supervisor at least two (2) weeks before leaving the service a written resignation stating the effective date of resignation and reasons for leaving.

The resignation shall be forwarded to Human Resources with a statement by the department head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

Failure of an employee to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported to Human Resources immediately.

Section 23. Safety

The City shall conform to the applicable safety regulations provided by State law to insure the employees' reasonably safe working conditions. The Union agrees to encourage its employees to promptly report unsafe conditions and equipment.

Employees assigned to classifications designated by the City to require safety shoes shall be reimbursed upon purchase of such shoes to a fiscal year maximum amount of two hundred and twenty-five dollars (\$275.00). and three hundred and twenty-five dollars (\$325.00) for Tree Trimmers which would also include inserts, soles, laces, for both. Part-time employees

assigned to classifications that require safety shoes shall receive 1/2 of the annual reimbursable amount of the full-time employees.

City employees in the following regular or temporary classifications shall receive a biennial reimbursement:

Assistant Engineer	Office Coordinator – Permits Center
Associate Engineer	Sr. Engineering Aide
Engineering Aide	Traffic Operations Engineer

City employees designated as a part-time Facilities Maintenance Worker I and Maintenance Aide, shall receive one-half of the annual reimbursable amount.

Section 24. Part-Time Paid Leave

Regular part-time employees shall, upon the completion of six (6) consecutive months of employment, commence to accrue paid leave, to be used for sick leave, holidays or vacation leave, at the rate of four (4) hours for each full segment of fifty (50) hours worked in the preceding calendar year. Such eligible employee who has worked fewer than fifty (50) hours in a calendar year may carry over into the succeeding calendar year the fewer hours worked for purposes of accruing paid leave. Paid leave which is earned and accrued under this section is cumulative and may be carried over from one (1) calendar year to the following provided, however, that at the end of this following calendar year the maximum accrual does not exceed one hundred seventy (170) hours.

Section 25. Discipline

25.1 Discipline

The City may discharge, suspend, demote or reduce the pay of any employee who has completed the specified probationary period, for cause including but not limited to dishonesty, insubordination, drunkenness on duty, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct causing discredit to the City. In the event an employee feels the discharge or suspension is unjust, the Union shall have the right to appeal the case in accordance with the provisions of this section.

A probationary employee may be discharged at any time during the probationary period, and such discharge shall not be subject to appeal or grievance.

An employee's request for Union representation at all meetings and hearings related to his/her disciplinary action or discharge will be granted.

25.2 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the

notice was delivered as the date the postal service returns the certified mail to the return address. Notice of mailing shall be sent to the Union.

25.3 Departmental Action Prior to Imposition of Discipline

Except in cases of emergency, at least five (5) working days prior to the effective date of any disciplinary action against employees with permanent status, the department head or person authorized by him/her shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, the right to respond either orally or in writing, or both, to the department head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

The City agrees to provide the Union with a copy of any letter or memorandum proposing or notifying disciplinary action that is sent to Human Resources and/or the employee.

An employee or the employee's representative, on presentation of written authorization from the employee, may have access to the employee's personnel file.

The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand/warning prior to placement of such documents into the employee's personnel file. The employee is afforded the opportunity to respond in writing to the contents of letters of reprimand/warning. Such responses shall be filed with Human Resources within thirty (30) working days from the date of such reprimand/warning or performance evaluation.

25.4 Notice of Disciplinary Action

Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include but is not limited to:

- A. a statement of the disciplinary action taken against the employee,
- B. a summary of the facts upon which the disciplinary action is based,
- C. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the disciplinary appeal procedure set forth in this section. The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

25.5 Appeal Process

The Union or Human Resources may appeal the department head's determination to the City Manager within fifteen (15) calendar days of the rendering of the decision. Any such appeal shall be in writing, and shall include the specific reasons for the appeal and a statement of the desired remedy. The City Manager, or his/her designee, shall investigate the merits of the appeal and attempt to resolve the disciplinary issues.

25.6 Arbitration

In the event the parties are unable to resolve the disciplinary case, either the Union or the City may refer the case to an impartial arbitrator who shall be selected by mutual agreement between the Union and the City Manager or his/her designee. The fees and expenses of the arbitrator and of a Court Recorder shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The decision of an Arbitrator on matters properly before them shall be final and binding on the parties.

Section 26. Grievance Procedure

- A. A grievance shall be defined as any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, or those City personnel rules, or pay plan, which fall within the scope of representation. Specifically excluded from the grievance procedure are performance evaluations and denial of merit step increases plus any other matter which provides for a separate appeal process.
- B. 1) Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, any employee who believes that he/she has a grievance shall discuss such grievance with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, the procedures hereinafter specified may be invoked.
- 2) The employee or their representative shall notify Human Resources or designated representative in writing within fifteen (15) days after discussion of the grievance with the management official in the department in which the employee works that a grievance exists, and in such notification state the particulars of the grievance and if possible, the nature of the determination which is desired. The Human Resources Manager or designated representative shall thereafter investigate the issues involved, and within fifteen (15) days after written notification by the Union. No grievance may be processed under paragraphs (c) and (d) below which has not first been filed and investigated in pursuance of this paragraph (b).
- 3) Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the employee or their representative or by the Human Resources Manager. Any such referral shall be in writing, and the specific issues involved shall be detailed in such referral together with a statement of the resolution which is desired. The City Manager shall designate a personal representative to investigate the merits of the grievance, to meet with the grievant and to settle such grievance or to make recommendations thereon to the City Manager. This shall be the final step of the grievance procedure unless the Union elects step 4 below.
- 4) In the event the parties hereto are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an impartial arbitrator who shall be designated by mutual agreement between the Employee Union and the City Manager. Should the Union and the City Manager fail to reach agreement on selection of the arbitrator within fifteen (15) days,

they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Employee Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

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

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph (A) of this Section.

Proposals to add or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for arbitration under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

- C. All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Manager. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the grievance was filed. Only grievances which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

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

Section 27. City Rules

The rules, regulations, resolutions and ordinances adopted by the City of San Leandro and the Personnel Relations Board apply to all employees in this unit except as specifically amended as a result of recommendations set forth in this Memorandum of Understanding.

Section 28. Modified Duty

When an employee cannot perform the full range of duties of the classification as a result of an illness or injury, such employee may be assigned modified duty if reasonable accommodation

can be made. Modified duty may be assigned after medical release by a City-designated physician, which indicates the employee's work restrictions.

Section 29. Employee Benefits

Employees hired after January 1, 2005 must render five years of continuous service with the City of San Leandro to retire with medical and/or dental benefits under this section.

29.1 The IRS 125 plan shall continue. The plan shall provide the following:

- A. Pretax conversion of employee contribution toward medical and dental premiums.
- B. Medical Flexible Spending Account with a maximum employee pretax contribution of three thousand (\$2,500.00) per benefit plan year.
- C. Dependent Care Flexible Spending Account with a maximum employee pretax contribution of five thousand (\$5,000.00) per benefit plan year.

For full-time employees, as defined by and measured in accordance with the Patient Protection and Affordable Care Act of 2010 (PPACA), the City will maintain a “core flex” benefit plan. The core shall consist of the PERS Medical Plan (Bay Area rates) and the existing MetLife dental plan.

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

2011	\$ 108.00
2012	As determined by CalPERS

Effective October 1, 2013, the City will contribute the monthly amounts, including the PERS Medical Plan “employer minimum share” contribution, towards the election of medical and dental benefits in the plan, or the actual premiums, whichever is less:

Medical Plan	Coverage Level	Monthly Premium	City Pays	Employee Pays
Blue Shield Access + HMO	Employee only	\$784.63	\$610.44	\$174.19
	Employee + 1	\$1,569.26	\$1,220.88	\$348.38
	Employee + 2 or more	\$2,040.04	\$1,587.14	\$452.90
Blue Shield NetValue* HMO	Employee only	\$670.21	\$610.44	\$59.77
	Employee + 1	\$1,340.42	\$1,220.88	\$119.54
	Employee + 2 or more	\$1,742.55	\$1,587.14	\$155.41
Kaiser (CA) HMO	Employee only	\$668.63	\$610.44	\$58.19
	Employee + 1	\$1,337.26	\$1,220.88	\$116.38
	Employee + 2 or more	\$1,738.44	\$1,587.14	\$151.30
PERS Choice - PPO	Employee only	\$667.03	\$610.44	\$56.59
	Employee + 1	\$1,334.06	\$1,220.88	\$113.18
	Employee + 2 or more	\$1,734.28	\$1,587.14	\$147.14
PERSCare - PPO	Employee only	\$1,083.11	\$610.44	\$472.67

Medical Plan	Coverage Level	Monthly Premium	City Pays	Employee Pays
	Employee + 1	\$2,166.22	\$1,220.88	\$945.34
	Employee + 2 or more	\$2,816.09	\$1,587.14	\$1,228.95
PERS Select – PPO**	Employee only	\$487.20	\$487.20	\$0.00
	Employee + 1	\$974.40	\$974.40	\$0.00
	Employee + 2 or more	\$1,266.72	\$1,266.72	\$0.00
PORAC - PPO For members of the Police Officers' Research Association	Employee only	\$581.00	\$581.00	\$0.00
	Employee + 1	\$1,088.00	\$1,088.00	\$0.00
	Employee + 2 or more	\$1,382.00	\$1,382.00	\$0.00

MetLife Dental	Coverage Level	Monthly Premium	City Pays	Employee Pays
Basic Plan	Employee only	\$52.96	\$52.96	\$0
	Employee + 1	\$102.14	\$102.14	\$0
	Employee + 2 or more	\$160.61	\$160.61	\$0
Buy-up Plan (Option 1)	Employee only	\$27.38	\$0.00	\$27.38
	Employee + 1	\$55.23	\$0.00	\$55.23
	Employee + 2 or more	\$101.63	\$0.00	\$101.63
Buy-up Plan (Option 2)	Employee only	\$23.61	\$0.00	\$23.61
	Employee + 1	\$48.55	\$0.00	\$48.55
	Employee + 2 or more	\$90.50	\$0.00	\$90.50

Sutter and Yuba counties

** Not available in Marin county

Level	City	Employee
Employee	\$52.10	\$.86
2-party	\$100.48	\$1.66
Family	\$158.00	\$2.61

2011 Bay Area- Rates

Benefit & Level	City	Employee	Benefit & Level	City	Employee
Blue Shield Access+1	\$544.16	\$131.35	PERSselect 1	\$131.35	\$28.87
Blue Shield Access+ 2	\$1,088.32	\$262.70	PERSselect 2	\$262.70	\$57.75
Blue Shield Access+ 3+	\$1,386.82	\$369.51	PERSselect 3+	\$369.51	\$103.07
Blue Shield Net Value 1	\$513.25	\$67.99	PERScare 1	\$581.90	\$312.05
Blue Shield Net Value 2	\$1,026.49	\$135.99	PERScare 2	\$1,163.80	\$624.10
Blue Shield Net Value 3+	\$1,306.44	\$204.78	PERScare 3+	\$1,484.94	\$839.33
Kaiser CA 1	\$530.78	\$38.21	PERSchoice 1	\$ 504.26	\$ 59.14
Kaiser CA 2	\$1,061.55	\$76.43	PERSchoice 2	\$ 1,008.52	\$ 118.28
Kaiser CA 3+	\$1,352.02	\$127.35	PERSchoice 3+	\$ 1,283.07	\$ 181.77
			PORAC 1	\$ 485.50	\$ 41.50
			PORAC 2	\$ 906.50	\$ 80.50
			PORAC 3	\$ 1,122.50	\$ 131.50

2011 Other Northern CA Rates

Benefit & Level	City	Employee	Benefit & Level	City	Employee
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Blue Shield 1	\$545.57	\$140.10	PERSselect 1	\$434.78	\$45.12
Blue Shield 2	\$1,091.15	\$280.19	PERSselect 2	\$869.57	\$90.23
Blue Shield 3+	\$1,390.49	\$392.25	PERSselect 3+	\$1,102.43	\$145.31
PERSchoice 1	\$469.67	\$79.11	PERScare 1	\$526.67	\$344.09
PERSchoice 2	\$939.35	\$158.21	PERScare 2	\$1,053.35	\$688.17
PERSchoice 3+	\$1,193.16	\$233.67	PERScare 3	\$1,341.35	\$922.63
Kaiser 1	\$526.43	\$47.89	PORAC 1	\$443.09	\$41.50
Kaiser 2	\$1,052.87	\$95.77	PORAC 2	\$886.17	\$80.50
Kaiser 3+	\$1,340.73	\$152.50	PORAC 3	\$1,152.02	\$131.50

2011 Out-of-State Rates

Benefit & Level	City	Employee	Benefit & Level	City	Employee
Kaiser 1	527.82	\$257.46	PERSchoice 1	\$553.47	\$83.50
Kaiser 2	1055.65	\$514.91	PERSchoice 2	\$1,106.95	\$166.99
Kaiser 3+	1344.35	\$697.38	PERSchoice 3+	\$1,439.03	\$217.09

In 2012, the 2011 medical and dental rates listed above will be further adjusted by 50% of the change, respectively, between the 2011/12 dental rates and the CalPERS 2011/12 Bay Area rates in each individual plan. In January 2014 and 2015, employees and City will each pay 50% of the increase or decrease in medical and dental premiums based upon Kaiser Bay Area medical and the Basic dental plan (i.e., 2014 premiums minus 2013 premiums, divided by 2 etc.).

Employees electing not to enroll in the core flex benefit plan (i.e., who wish to waive enrollment in the medical and dental plans) and demonstrate to the satisfaction of the City their enrollment in another medical and dental plan, shall receive opt out premiums as set forth below. In the event both spouses are employed by the City and eligible to enroll in the City's flex benefits plan, one employee may elect not to enroll in the medical and dental plans and will receive the employee opt-out rate if enrolled under spouse's medical and dental coverage.

Employees may elect to opt out of the medical plan only, the dental plan only, or both.

Re-enrollment in the medical and/or dental plan shall be allowed only based upon a qualifying event as defined by the IRS codes or during an open enrollment period.

Opt-out premiums will be as follows, based on the employee's status and eligibility during the active benefit year, in accordance with Internal Revenue Code (IRC) timelines and qualifying events:

Employee rate:	Medical \$200 +/- or dental \$50 = \$250/month maximum
Two-party rate:	Medical \$350 +/- or dental \$50 = \$400/month maximum
Family rate:	Medical \$500 +/- or dental \$50 = \$550/month maximum

The parties agree that during the term of this agreement, they will jointly explore various instruments enabling employee savings for retiree medical costs and related purposes.

29.2 Under CalPERS rules, the City will directly contribute the "employer minimum share" towards retiree health coverage. Additional retiree health contributions will be made on a reimbursement basis as set forth below. The amounts listed below are inclusive of the PERS Medical Plan "employer minimum share".

29.3 The City shall pay the contributions required by health plan two-party rate for retired City employees who were assigned to classifications represented by the San Leandro City

Employees Union and who are currently members of one of the City's health plans. The City shall contribute to the health plan's two-party rate costs, but the maximum amount to be contributed by the City shall not exceed three hundred and sixty dollars (\$360.00). In the event the amounts required by the health plans exceed the maximum City contribution, such excess amounts shall be paid by the retiree. Coverage under this section shall continue until the employees 65th birthday; except for the PERS Medical Plan "employer minimum share" retiree health contribution, which shall continue for life.

29.4 Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee. If a retired employee moves outside the service area of their medical plan, the retiree will be allowed an opportunity within thirty (30) days of such move to change medical insurance coverage. If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage at the City's expense. The City shall have no obligation to obtain medical insurance for a retiree living outside the service area of its medical insurance plans. The contribution toward retiree insurance will continue, however, until the employees 65th birthday.

29.5 The City shall contribute a maximum of seventy dollars and eighty-seven cents (\$70.87) toward the monthly dental plan cost for each eligible retired City employee who was assigned to a classification represented by the San Leandro City Employees Union, and who is currently a member of the City's dental plan, or who was a member of the City's dental plan and retired on or after January 1, 1987. Any increases in dental plan costs during the term of this Agreement shall be split equally between the City and the retired employee. Coverage under this section shall continue until the employees 65th birthday; except for the PERS Medical Plan "employer minimum share" retiree health contribution, which shall continue for life.

Section 30. Life Insurance

The City shall maintain in effect employer paid Term Life Insurance with an AD&D benefit in the amount of twenty thousand dollars (\$20,000.00). The City shall make available for employees, the ability to purchase additional life insurance, at no cost to the City, subject to the requirements and rules of the insurance carrier. Such premium payments made by the employee purchasing any voluntary life insurance shall be made on an after tax basis.

Section 31. Long Term Disability Insurance

The City shall maintain in effect an employer paid long term disability insurance program with a benefit percentage of forty percent (40%) of base monthly earnings with a maximum gross monthly benefit of five thousand dollars (\$5,000.00). The plan shall provide a six (6) month elimination period, benefits payable to age sixty-five (65) with two years "own" occupation and partial disability benefits. The City shall make available for employees, the ability to purchase additional long term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier.

Section 32. Short Term Disability Insurance

The City shall make available for employees, the ability to purchase voluntary short-term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier. Such premium payments made

by the employee purchasing any voluntary short-term disability insurance shall be made on an after-tax basis.

Section 33. Retirement Plan - Three-tier System

The City shall, for full-time and qualifying part-time management staff, contribute to the California Public Employees' Retirement System (CalPERS) each pay period a portion of the employees' contribution rate as established by law, equal to that percentage of the employees' "compensation" as that term is administered by the Board of Administration of CalPERS, for the purpose of computing final compensation. Such contributions shall be reported to CalPERS as follows:

33.1 Tier One: Employees hired prior to May 6, 2010, the City shall maintain a contract with CalPERS for the provision of a 2.5% @ 55 (highest 12 months) retirement benefit formula. The City shall contribute eight percent (8%) of the employees' compensation to CalPERS on behalf of these employees.

These plans shall contain the following options:

- Remarriage post-survivor allowance continuance
- Credit for unused sick leave option
- Military service credit option

Effective October 1, 2013, tier one employees shall commence paying 3% of the employee contribution and the City shall contribute 5%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 2%. Effective July 1, 2015, employees shall commence paying 8% of the employee contribution and the City shall contribute 0%. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

33.2 Tier Two: For "classic" CalPERS members hired on or after May 6, 2010, the City shall maintain a contract with CalPERS for the provision of a 2% @ 55 (highest 36 months) retirement benefit formula pursuant to CalPERS requirements. The City shall contribute seven percent (7%) of the employees' compensation to CalPERS on behalf of these employees. Such plan will also contain the three optional benefits listed above.

33.2.1 Tier two employees shall contribute towards the employee's retirement contribution rate based on the greater of the amounts set forth below:

33.2.1.1 The City shall contribute to the Public Employees' Retirement System (CalPERS) each pay period a portion of a new employee's contribution rate as established by law according to the following schedule: year 1 – 2%; year 2 – 4%; year 3 – 6%. Thereafter, the Employer-Paid Member Contribution (EPMC) shall be equal to the respective formula (either seven (7) or eight (8) percent of the employee's "compensation" for miscellaneous employees as that term is administered by the Board of Administration of CalPERS. Prior CalPERS service time will be credited to new employees to reduce the contribution rates specified above. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

33.2.1.2 Effective October 1, 2013, employees shall commence paying 3% of the employee contribution and the City shall contribute 4%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 1%. Effective July 1, 2015, employees shall commence paying 7% of the employee contribution and the City shall contribute 0%. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

33.3 **Tier Three:** For employees hired on or after January 1, 2013 and classified as “new” members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan. Employee will not pay more than 8%.

Section 34. Transfer

For the purpose of employee transfers as defined in Personnel Rules, the classifications of Refuse Collector, Street Maintenance Worker, Building Maintenance Worker and Park Maintenance Worker shall be interpreted as comparable classifications. An employee so transferred shall be paid in accordance with classification to which such employee is transferred.

Section 35. Tools - Equipment Section

The City shall provide tool insurance to cover the reasonable value of the hand tools furnished by employees in the Automotive Mechanic and Equipment Mechanic classifications against loss in excess of sixty dollars (\$60.00) per occurrence arising from theft or catastrophic damage. It is understood that the City may institute reasonable rules for the purpose of limiting claims under this tool insurance.

These rules shall provide for, but not be limited to, tool inventories, audit of tool inventories, restrictions on removal of tools from the automotive shop and requirements for the proper safeguarding of tools by the employees, which includes securement and lock-up of tools at the end of each working period.

For the period of this Memorandum of Understanding, employees regularly assigned to the Public Works Equipment Section, who are required to provide and use their own tools shall be reimbursed by the City for broken, worn out, and/or technologically obsolete tools, to a maximum of three hundred and fifty-five (\$355.00) per fiscal year. Such reimbursement shall be paid once each fiscal year only upon submission of acceptable justification and receipts to the Public Works Services Director.

Section 36. Catastrophic Illness Leave

The objective of this section is to complement the City's wellness program for employees by improving health benefits in instances of catastrophic illness, and thereby aid employees to do better work.

An employee holding a full-time position with permanent status who has completed two (2) full years of continuous service shall be eligible for the catastrophic illness leave benefit upon

receiving a prior favorable recommendation therefore from the department head concerned and only upon the specific approval of the City Manager. To be eligible for leave under this section, such employee must be unable to work at his/her position or any less demanding position to which he/she may be assigned by the department head concerned, and must have exhausted all of his/her accumulated sick leave, vacation, holiday, overtime and all other accumulated leave or pay benefits.

Upon receiving prior approval, an employee shall be allowed catastrophic leave up to a total of one-half (½) of the accumulated sick leave the employee had when the catastrophic illness occurred to a maximum catastrophic leave of fifty (50) work days; an employee who does not have twenty (20) days' accumulated sick leave at the time the catastrophic illness occurs may be permitted up to ten (10) working days' catastrophic leave. Leave under this section shall become effective after all other paid leave is exhausted. During any period of catastrophic illness leave, the employee shall receive compensation at the rate of sixty percent (60%) of his/her regular base pay.

A minimum of one (1) year must elapse following the termination of the catastrophic illness leave before an employee may be permitted further catastrophic illness leave. However, if subsequent catastrophic illness occurs within a year following the termination of the previous catastrophic illness leave, an employee may be permitted to use whatever accumulated paid leave he/she has and then whatever catastrophic illness leave he/she was eligible for but did not use.

The same principles concerning the administration of the sick leave benefit shall be used for this benefit where applicable.

Section 37. Non-Discrimination

The City and the Union agree that there shall be no discrimination against any employee because of Union activities or because of race, color, religion, sex, national origin, age, marital status, disability, or sexual orientation defined by applicable Federal and State regulations.

Section 38. Professional Certification

All represented employees working in a full-time permanent position who are regularly assigned to the Water Pollution Control Plant shall be reimbursed for obtaining or renewing job-required certificates.

For those represented, eligible and required employees, the City agrees to continue to pay for the cost of getting and maintaining a pesticide/herbicide application certificate.

The City shall reimburse, permanent full-time Traffic Operations and Associate and Assistant Engineers in the Engineering and Transportation Department, for the cost of obtaining and/or renewing job required certificates while employed by the City.

The City agrees to pay the cost of written and medical examinations for those represented employees who are required to obtain and maintain a Class B Driver's License.

Section 39. Standby Pay

A. Public Works Employees

Public Works employees who are assigned to standby duty to respond to emergencies, service calls, shift coverage or lone operator support during their off shift hours, will be paid at the rate of one (1) hour pay at the employee's straight time hourly rate for each normal work day (commencing with the end of the regular scheduled shift). Employees who are required to standby on regularly scheduled days off (i.e. a twenty-four (24) hour consecutive period) shall receive a total of two (2) hours pay at the employee's regular hourly rate for each day. Employees who are required to standby on a City holiday (i.e. a twenty-four (24) hour consecutive period) shall receive a total of three (3) hours pay at the employee's regular hourly rate for each holiday.

An employee assigned to standby duty must report to the emergency scene (if assigned a City vehicle) or their normal work reporting station within sixty (60) minutes of receiving the call. Failure to respond in one (1) hour will result in the loss of standby pay for that day and possible disciplinary action. Employees, who cannot respond within the sixty (60) minute response time, will not be eligible for standby. Employees may trade standby duties amongst themselves, upon prior approval from the Section Supervisor, provided that the Division Manager, administrative staff and Police dispatch are notified prior to the trade. Trades must be in 24-hour increments. Employees on sick leave for their shift are not eligible for standby pay for that day except if the case of sick leave is for a scheduled medical appointment.

The standby employee should first attempt to contact the reporting party to determine if a response is necessary. Where the standby employee telephones the reporting party, and based on the content of the conversation is able to determine that the situation does not require after hours response by City personnel thereby eliminating the need for an after-hours response, the employee is entitled to compensation of one (1) hour time at straight time in addition to his/her standby pay. The standby employee shall notify their supervisor immediately after the decision.

Employees assigned to standby duty will be assigned a cellular telephone and those employees that need to respond directly to field locations will be given the option of taking a City vehicle home, subject to the written terms and conditions established by the City.

A minimum of three hours of overtime shall be credited to each employee on standby duty who responds to an emergency call.

An employee assigned standby duty may elect to take compensatory time off in an amount equal to the applicable hourly compensation for standby pay. However, once an employee's total compensatory time off balance exceeds forty (40) hours, the employee serving in a standby capacity shall be compensated in pay.

Under no circumstances, shall the employee use a City vehicle so assigned for personal travel or business including stopping for personal errands while traveling to and from work on a standby assignment. The employee shall exercise reasonable care to ensure the security of a vehicle so assigned as well as the tools and equipment with which it is furnished. Whenever possible, vehicles shall be parked on private property.

B. Police Civilian Employees

For required call out or court appearance on a normal work day, a minimum of two (2) hours pay at the overtime rate will be paid for the first such call out or court appearance, provided, however that court appearances immediately before or after schedule duty hours shall be deemed an extension of the shift and the two (2) hour minimum shall not apply. For required call out or authorized work related appearance on a normal day off, a minimum four (4) hours pay at the overtime rate will be paid for each of the first two (2) such call outs, provided, however, that a call out on a normal day off immediately before or after scheduled duty hours shall be deemed an extension of the shift and the four (4) hour minimum shall not apply. For court appearance on a normal day off, a minimum four (4) hours pay at the overtime rate will be paid, plus payment of necessary and actual related expenses. For court appearances that extend through the courts lunch period and the employee is required to return on the same case that same afternoon, the employee will be paid for that period of time at the overtime rate except for a one (1) hour lunch period. At the employees request and with the approval of the Police Chief compensatory time off may be granted in an amount equal to one and one-half time (1½) the overtime worked in lieu of pay.

An employee assigned standby duty may elect to take compensatory time off in an amount equal to the applicable hourly compensation for standby pay.

Police Service Dispatchers may be assigned to a pager callback list in accordance with the letter of understanding signed in June, 2006.

Section 40. Categories of Appointment

The Personnel Rules regarding categories of appointment shall be amended as follows:

Probationary Appointment - The appointment of a person to a position in a classification listed in Appendix "A" from an employment list to serve the required probationary period for that classification.

Provisional Appointment - The appointment of a person to a position in a classification listed in Appendix "A" as defined in the Personnel Rules.

Permanent Appointment - The appointment of a person to a position in a classification listed in Appendix "A" who has completed the required probationary period in that classification.

Temporary Appointment - The appointment of a person to a position in a classification listed in Appendix "A" for a specified duration not to exceed twenty-four (24) months. The City shall provide notice to the Union of all temporary appointments.

Section 41. Provisions Applicable to Part-time and Temporary Employees:

The following sections of the MOU apply as specified to part-time, permanent part-time and temporary employees as they are defined below:

Part-Time: Hourly employees who work 999 hours or less in a fiscal year. Part-time employees shall remain in probationary status.

Permanent Part-Time: Hourly employees working a fixed-weekly schedule for a minimum of 1,000 hours a year for two consecutive fiscal years.

Temporary Full-Time: Employees hired on a project basis up to a maximum of two years unless extended by mutual agreement.

SLCEA Applicable MOU Sections

<u>Section/Para</u>	<u>Title/Topic</u>	<u>Part-Time</u>	<u>Perm. Part-Time</u>	<u>Temp. Full-Time</u>
1.	Recognition	yes	yes	yes
2.	Union Security	yes	yes	yes
3.	Advance Notice	yes	yes	yes
4.	Union Rights	yes	yes	yes
5.	City Rights	yes	yes	yes
6.	Pay and Classification	yes	yes	yes
7.	Annual Vacation Leave	no	no	yes
8.	Sick Leave and Call-In			
	8.1 Health Benefits	no	no	yes
	8.2-4 Call-in Procedures	yes	yes	yes
	8.5-6 Sick Leave Accrual	no	no	no
	8.7 Concerted Activity	no	no	no
	8.9 Coordination of Benefits	yes	yes	yes
	8.10 General Provisions	no	no	yes
	8.11-13 Payment for Unused Sick Leave	no	no	no
	8.14 Police Services	no	no	no
9.	Maternity Pregnancy Disability and Family Medical Leaves	yes	yes	yes
10.	Funeral Leave	no	yes	yes
11.	Military Leave	yes	yes	yes
12.	Jury Duty	yes ¹	yes	yes ¹
13.	Leave of Absence Without Pay	yes	yes	yes
14.	Holidays	no	no	yes
15.	Reallocation of Position	no	no	no
16.	Injury on Duty			
	16.1-2 Salary Continuation	no	no	no
	16.3 Reports	yes	yes	yes
	16.4 Medical Appointments	yes	yes	yes
	16.5 Modified Duty (See Section 28 – Modified Duty)	no	no	no
17.	Hours of Work			
	17.1 Work Week	yes	yes	yes
	17.2-3 Shift Differential	no	no	yes
	17.4 Work Hours	no	no	yes
18.	Outside Work	yes	yes	yes
19.	Overtime Compensation			
	19.1 Application	yes	yes	yes
	19.2 Call-out	no	no	yes
	19.3 Court Appearance – Sick Leave	no	no	no
20.	Application of Pay Rates			
	20.1 Salary Rates	yes	yes	yes
	20.1 Reinstated/Re-employed Employees	no	yes	yes
	20.3-5 Acting Pay	yes	yes	yes
	20.6 Temporary Assignment	no	no	yes
	20.8-11 Police Services	no	no	no
21.	Layoff	no	yes	no
22.	Resignation	yes	yes	yes

23.	Safety	yes	yes	yes
24.	Part-Time Paid Leave	yes	yes	no
25.	Discipline	no	yes	yes
26.	Grievance Procedure	yes ²	yes ²	yes ²
27.	City Rules	yes	yes	yes
28.	Modified Duty	yes	yes	yes
29.	Health and Welfare	no	no	yes
30.	Life Insurance	no	no	yes
31.	Long-Term Disability Insurance	no	no	yes
32.	Short-Term Disability Insurance	no	no	no
33.	Retirement Plan	yes ³	yes ³	yes
34.	Transfer	no	no	no
35.	Tools – Equipment Section	no	no	yes
36.	Catastrophic Illness Leave	no	no	no
37.	Non-Discrimination	yes	yes	yes
38.	Professional Certification	no	no	no
	38.4 Class B License	yes	yes	yes
39.	Standby Pay	no	no	no
40.	Categories of Appointment	no	no	yes
42.	Miscellaneous			
	42.1 Deferred Compensation	no	no	no
	42.2 Flexible Work Schedules	yes	yes	yes
	42.3 Probationary Period	no	no	no
	42.4 Bilingual Pay	yes	yes	yes
	42.5 Tuition Reimbursement	no	no	no
43.	No Strike Clause	yes	yes	yes
44.	Separability	yes	yes	yes
45.	Drug & Alcohol Testing Program	yes	yes	yes
46.	Past Practices and Existing MOU	yes	yes	yes

¹ Unpaid leave granted .

² Right applies only to identified sections.

³ If already enrolled in PERS or work more than 999 hours in a fiscal year.

Section 42. Miscellaneous

42.1 Participation in the City's deferred compensation plan shall be voluntary on the part of the employee; and that any and all contributions toward such plan shall be paid entirely by the employee.

42.2 Flexible Work Schedules

When operationally appropriate, and determined to be in the best interest of the City, departments may establish flexible work schedules. Establishment of such schedules shall be in the sole discretion of the Department Head with the approval of the City Manager.

42.3 Probationary Period

Personnel Rule IX is amended as follows:

The probationary period for Public Safety Dispatchers is eighteen (18) months.

42.4 Bilingual Pay

Employees certified by the City as bilingual will receive thirty (\$30) dollars per day bilingual pay when they are required to use a second language. Effective October 1, 2013 bilingual pay shall be increased to thirty-five (\$35) dollars per day.

42.5 Tuition Reimbursement

The Tuition Reimbursement Program is incorporated herein by reference. The maximum tuition reimbursement benefit under the program is one thousand (\$1,000.00) dollars per employee on a fiscal year basis.

A full-time employee who has completed their probationary period must submit a "Tuition Reimbursement Request" and receive prior approval through their Supervisor, Department Director, Human Resources Manager and City Manager prior to enrolling in a recognized college, university or professional institution. College courses, to be eligible for reimbursement, must be related to an employee's area of employment. It is understood by the parties that classes taken as prerequisites to an approved course of study are covered by this Tuition Reimbursement Program, as are courses taken in preparation for an employees' job advancement within the City. A written explanation will be provided to any employee denied tuition reimbursement.

Reimbursement is only made if an employee successfully completes their coursework with a grade of C or better. Eligible items for reimbursements are tuition and course-related book expenses.

42.6 Domestic Partners

Domestic partners of City employees registered with the State of California shall be afforded group health coverage eligibility and leave of absence rights to the extent required by law. No additional group health coverage eligibility or leave of absence rights shall be provided to domestic partners of City employees.

42.7 Fitness for Duty

The City will notify the Union before an employee is to be removed from service for a fitness-for-duty examination. Such notification will be followed by a written notice giving the general reasons for the scheduled examination to the Representative/Organizer of Local 21.

42.8 Application of Pay and Benefits

Only employees of the City, at the time this agreement is ratified by the City Council, are eligible to receive any of the salary or benefits so provided.

42.9 COPE Deductions

The parties agree that effective the first of the second month following the ratification of this agreement, employees will be able to have deductions made on a voluntary basis from their salary to the COPE Political Action Fund.

42.10 Notary Duties Pay

Effective October 1, 2013, a sixty dollar (\$60) monthly stipend will be paid to employees performing designated Notary Public services.

Section 43. No Strike Clause

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

Section 44. Separability

Should any provision of this Memorandum of Understanding be declared illegal by a court of competent jurisdiction, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 45. Drug and Alcohol Testing Program

The provisions of the Drug and Alcohol Testing Program are incorporated by reference into this Agreement.

Section 46. Past Practices and Existing Memoranda of Understanding

46.1 Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding. Prior to discontinuing or altering any past practice which falls within the scope of representation, the City will provide notice to the Union and, upon request, meet and confer prior to implementing the change.

46.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the San Leandro City Employees' Union.

It is mutually recommended that the modifications shown above shall be made applicable on the dates indicated and these modifications represent the full and final settlement of all proposals made by the San Leandro City Employees' Union.

This Memorandum of Understanding and the recommended modifications herein shall commence on January 1, 2013 and shall remain in effect through December 31, 2015 except for those provisions assigned other effective dates or subject to the negotiations re-opener provisions.

46.3 Equity Studies

City will conduct compensation studies of Public Safety Dispatch, Water Plant classes commencing 60 days following ratification. In the interim a 2.5% adjustment for will be

provided effective October 1, 2013 for the Water Plant classifications of Supervisor, Lead Operator, Operator II Operator I and Operator in Training..

46.4 Compensation Surveys

46.4.1 Within 60 days of the signing of this Memorandum, the City and Union will meet and confer on the benchmark classifications to be used in subsequent compensation surveys

46.4.2

For succeeding surveys, the parties agree to include EPMC, health, dental, vision, life insurance, deferred compensation and LTD.

oo0oo

Dated: _____

REPRESENTATIVE

REPRESENTATIVES, SAN LEANDRO CITY
EMPLOYEES' ASSOCIATION, LOCAL 21
IFPTE, AFL-CIO

Chris Zapata, City Manager

Kim Freitas, President, Local 21

Chris Heintl, Vice President, Local 21

Pam Covington, Representative, Local 21

Maureen O'Callaghan, Secretary, Local 21

Auburn Mills, Steward, Local 21

CITY OF SAN LEANDRO
SLCEA Salary Schedule
Effective 10/1/13

Approved by City Council on xx/xx/xx

SR	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
81	Plan Check Engineer Senior Project Specialist Traffic Operations Engineer	7262	41.89	7625	43.99	8006	46.19	8406	48.50	8826	50.92
80	No classification falls within range	7084	40.87	7439	42.92	7811	45.06	8201	47.31	8611	49.68
79	Associate Engineer	6916	39.90	7262	41.89	7625	43.99	8006	46.19	8406	48.50
78	Environmental Services Supervisor	6747	38.93	7084	40.87	7439	42.92	7811	45.06	8201	47.31
77	Project Specialist II Supervising Building Inspector Supervising Engineering Inspector	6586	38.00	6916	39.90	7262	41.89	7625	43.99	8006	46.19
76	Laboratory Supervisor	6426	37.07	6747	38.93	7084	40.87	7439	42.92	7811	45.06
75	Building Supervisor Fleet Supervisor Graphics Supervisor Permits Center Coordinator Plant Maintenance Supervisor Plant Operations Supervisor Senior Engineering Inspector Systems Analyst Traffic Supervisor	6273	36.19	6586	38.00	6916	39.90	7262	41.89	7625	43.99
74	Assistant Engineer Senior Building Inspector	6120	35.31	6426	37.07	6747	38.93	7084	40.87	7439	42.92
73	Accountant II Environmental Protection Specialist II Information Systems Application Specialist	5974	34.47	6273	36.19	6586	38.00	6916	39.90	7262	41.89
72	Project Specialist I	5828	33.63	6120	35.31	6426	37.07	6747	38.93	7084	40.87
71	Building Inspector Engineering Inspector Marina Supervisor Senior Librarian	5690	32.82	5974	34.47	6273	36.19	6586	38.00	6916	39.90
70	Administrative Specialist - Police Community Services Specialist Electrician II Engineering Technician HVAC Mechanic II Information Services Specialist Park Supervisor Plant Electrician II Plant Operator - Lead Street Supervisor Surveyor Tree Supervisor	5551	32.02	5828	33.63	6120	35.31	6426	37.07	6747	38.93
69	Accountant I Engineer	5419	31.26	5690	32.82	5974	34.47	6273	36.19	6586	38.00
68	Maintenance Mechanic II	5287	30.50	5551	32.02	5828	33.63	6120	35.31	6426	37.07
67	Administrative Specialist III Environmental Protection Specialist I Equipment Mechanic - Lead Permits Technician Plant Operator II Recreation Supervisor II	5161	29.77	5419	31.26	5690	32.82	5974	34.47	6273	36.19
66	Laboratory Technician II	5035	29.05	5287	30.50	5551	32.02	5828	33.63	6120	35.31
65	Automotive Mechanic	4915	28.36	5161	29.77	5419	31.26	5690	32.82	5974	34.47



City of San Leandro

Meeting Date: October 7, 2013

Resolution - Council

File Number: 13-473

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: LaTanya Bellow
Human Resources Manager

FINANCE REVIEW: Carla Rodriguez
Deputy Finance Director

TITLE: ADOPT: Resolution Approving a Memorandum of Understanding Between the City of San Leandro and the San Leandro City Employees' Association (SLCEA) for the period January 1, 2013 through December 31, 2015 (provides for a three-year contract)

WHEREAS, an agreement was reached between the negotiators for the City of San Leandro and the San Leandro City Employees' Association (SLCEA) and ratified by the employees represented by the SLCEA; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the SLCEA, for the period January 1, 2013 through December 31, 2015, has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said MOU, is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said MOU, subject to the approval of the City Attorney; and
3. That an original executed MOU shall be attached to and made a part of this resolution.



City of San Leandro

Meeting Date: October 7, 2013

Resolution - Council

File Number: 13-474

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: LaTanya Bellow
Human Resources Manager

FINANCE REVIEW: Carla Rodriguez
Deputy Finance Director

TITLE: ADOPT: Resolution Approving Conditions of Employer Paid Member Contributions for San Leandro City Employees' Association (SLCEA) Members (specifies the conditions of EPMC as required by the California Public Employees' Retirement System [CalPERS])

WHEREAS, the City Council of the City of San Leandro has elected to pay all or a part of the normal member contributions to the California Public Employees' Retirement System (CalPERS) pursuant to California Government Code Section 20691 - Employer Paid Member Contributions (EPMC); and

WHEREAS, the City Council of the City of San Leandro approved a Memorandum of Understanding with the San Leandro City Employees' Association (SLCEA) for the period January 1, 2013 through December 31, 2015, which identifies the following conditions for member contributions to be paid by the employer;

Miscellaneous employee with a 2.5% @ 55 retirement benefit formula (Tier One):

- Effective October 1, 2013, employees shall commence paying 3% of the employee contribution and the City shall contribute 5%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 2%. Effective July 1, 2015, employees shall commence paying 8% of the employee contribution and the City shall contribute 0%.

Miscellaneous employees with a 2% @ 55 retirement benefit formula shall contribute based on the greater of the amounts set forth below (Tier Two):

- Current employees in year 1 of employment - employees shall pay 5% of the employee contribution and the City shall contribute 2%; in year 2 - employees shall pay 3% of the employee contribution and the City shall contribute 4%; in year 3 - employees shall pay 1% of the employee contribution and the City shall contribute

6%,

- Effective October 1, 2013, employees shall commence paying 3% of the employee contribution and the City shall contribute 4%. Effective July 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 1%. Effective July 1, 2015, employees shall commence paying 7% of the employee contribution and the City shall contribute 0%.

Miscellaneous employee with a 2% @ 62 retirement benefit formula (Tier Three):

- Pursuant to the Public Employees' Pension Reform Act of 2013, employees hired after January 1, 2013 depending on previous California public agency employment are subject to specific pension formulas and employee contributions.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE that the conditions of Employer Paid Member Contributions for employees of the San Leandro City Employees' Association (SLCEA) are and shall be as set forth above.