

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PIEDMONT
AND
Service Employees International Union Local 1021
(PUBLIC WORKS UNIT)

2009 - 2010

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AND

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This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision, hereinafter named "City" and, Service Employees International Union Local 1021 hereinafter named "Union" concerning conditions of employment to be in effect during the period January 1, 2009 through December 31, 2010, for those employees working in the Public Works Unit referred to and further described in Section 1 of this Memorandum.

SECTION 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all full-time permanent employees in the Public Works Unit in classifications set forth in this Memorandum, as well as any new related classifications upon mutual agreement between the City and the Union. If agreement cannot be reached, the California State Conciliation Service shall be requested to mediate the dispute.

The Union recognizes its obligations to cooperate with the City to assure maximum service of the highest quality and efficiency to citizens of the City of Piedmont together with its obligations to the employees which the Union represents.

SECTION 2 - NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, sex or union activities or political affiliation or opinion against anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age or disability.

SECTION 3 - UNION SECURITY

3.1 NOTIFICATION OF RECOGNIZED UNION

When a person is hired in any of the job classifications within the Public Works Unit, the City shall notify such person(s) that the Union is the recognized bargaining agent for the employees in said Unit.

The City shall post, within the employee work or rest area, a notice which sets forth the classifications within the Public Works Unit and the name and address of the Union.

3.2 DEDUCTION OF UNION DUES

Upon receipt of written authorization from an employee, the City shall deduct Union dues and premiums for approved insurance programs from an employee's pay in conformity with state and city regulations. The deductions shall commence with the beginning of the next pay period following receipt of the authorization.

Said deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the offices of the Union.

3.3 MAINTENANCE OF MEMBERSHIP

All employees who are members of Service Employees International Union Local1021, and who are tendering periodic dues deductions from their paychecks on the date the City of Piedmont has approved this Memorandum of Understanding and all employees who thereafter become members of, Service Employees International Union Local1021, and who tender periodic dues deductions from their paychecks shall be required to maintain membership in the Union by continuing to pay dues through dues deductions, Service Employees International Union Local1021, for the duration of this Memorandum of Understanding and each subsequent Memorandum of Understanding thereafter.

All employees hired by the City on or after the signing of this Memorandum of Understanding, and continuing until the termination of the Memorandum of Understanding and each subsequent Memorandum of Understanding, shall either:

- (1) Become and remain a member of the Union or;
- (2) Pay to the Union an agency shop fee in an amount equal to the standard initiation fee, monthly dues and general assessment for the duration of the agreement; or
- (3) Do both of the following:
 - (a) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (b) Pay a sum equal to the agency shop fee described in Item (2) to a non-religious, non-labor charitable fund chosen by the employee from the following

charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

For a period commencing ninety (90) days prior to and ending sixty (60) days prior to the expiration of this Memorandum of Understanding and ninety (90) to sixty (60) days prior to the expiration of any subsequent Memorandum of Understanding, any employee who is a member of, Service Employees International Union Local1021, shall have the right to withdraw from the Union by discontinuing dues deductions. Said withdrawal shall be communicated by the employee in writing to the City Administrator to be delivered by certified mail. An employee who is subsequently employed in a position outside of the unit represented by Service Employees International Union Local1021, shall not be required to continue the dues deduction.

The Union shall hold the City of Piedmont and its officers and employees harmless for following the instructions contained in such dues deduction authorizations.

SECTION 4 - UNION STEWARDS

The City and the Union agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of grievances at the lowest possible administrative level.

The Union may select a reasonable number of stewards from within the represented Unit. The Union shall provide a current list of stewards, regularly updated, to the City showing employee name and classification.

The City will recognize a steward or officer selected by the Union as its representative in settling grievances with the City management. It is understood and agreed that the handling of any grievance will not unreasonably interfere with the duties of the steward as an employee. Accordingly, a steward who is released by a supervisor to investigate a grievance or to meet with City officials shall return promptly to his/her assigned duties.

One steward shall be relieved from assigned work duties by the supervisor to attend meetings arranged with management and to investigate and process grievances initiated by other employees within the same work area. In no event shall the steward order any changes, and no changes shall be made except with the consent of the appropriate Department Heads.

SECTION 5 - BULLETIN BOARDS

Reasonable space shall be provided on bulletin boards as specified by Department Heads for use by employees and the Union for communications having to do with official Union business, such as times and places of meetings.

SECTION 6 - HOURS OF WORK

6.1 WORKDAY AND WORKWEEK

The regular daily work schedule shall be eight (8) hours; the regular weekly work schedule shall be forty (40) hours.

6.2 REST PERIODS

Each employee shall be granted a rest period of fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift.

6.3 MEAL PERIODS

A meal period shall be granted to each employee during the shift and shall be scheduled as close as possible to the middle of the shift.

6.4 OVERTIME

Overtime work is that work performed in excess of the regular daily work schedule or the regular weekly work schedule. Paid holidays, vacation leave and paid sick leave shall count as time worked for the purposes of computing weekly overtime.

Hours worked in excess of the regular daily or weekly schedule shall be paid at the overtime rate which shall be one and one-half (1-1/2) times the straight-time hourly rate.

Employees shall be compensated for all work performed on Sundays and holidays at two (2) times their regular straight-time hourly rate of pay including all applicable differentials and premiums. In no event shall an employee receive more than two (2) times his/her straight time hourly rate of pay.

6.5 OVERTIME DISTRIBUTION

Overtime shall be offered as equally as possible on a voluntary, rotational basis by hours.

6.6 CALL-IN PAY

Employees called to work on his or her day off or at a time other than their regular shift shall receive at least four (4) hours pay. All time not worked during the four (4) hour period shall be paid at straight-time. All time worked under this section at a time other than the employee's regular shift shall be paid at the applicable overtime rate. The employee may work more than four (4) hour hours of call-back time; provided, however, that if the employee works more than four (4) hours during call-back time, he/she shall receive only applicable overtime pay and he/she shall not receive an additional four (4) hours of call-back time.

6.7 STAND-BY PAY

Employees scheduled to stand-by for urgent call back at time other than their regular shift and/or workday shall seventy dollars (\$70.00) for each period of weekday duty and eighty dollars (\$80.00) for each weekend period of time the employee is scheduled to stand-by. It shall be left to the discretion of City management as to what shall be deemed urgent. The time periods for stand-by shall be as follows:

Time periods shall consist of each twenty-four (24) hour segment beginning with the start of the normal work shift and ending with the start of the next normal work shift. On days when there is no work scheduled such as Saturday, Sunday and holidays, the time period for stand-by shall include the entire twenty-four (24) hour period. On days when work is scheduled, the employee shall stand-by from the completion of the normal shift until the normal start time on the next day. Except as may be modified pursuant to provisions of this section, weekend stand-by shall begin at the end of regular shift on Friday.

It is understood that the employee scheduled for such stand-by must be available for and accept emergency call back assignments at a time other than their regular shift as a condition of receiving the above stand-by pay. In no event will the City be obligated to pay more than one (1) stand-by sum for any one (1) twenty-four (24) period unless so assigned. Employees not available for or refusing such call back after having been scheduled for stand-by without reasonable justification may be subject to disciplinary action.

Except for circumstances where operational necessity requires immediate action, any alteration in the delivery of City services which requires a change in scheduling procedures and practices shall require a fourteen (14) day notice prior to the implementation. The Union shall also be notified of the change. Upon request the City shall meet and confer with the Union regarding the impact of the change.

In order to be eligible for stand-by duty an employee must have completed at least three (3) months of continuous full-time employment and be qualified for said duty as determined by the Department Head through demonstration and testing. Stand-by duty will be voluntary and rotated through all qualified employees. In the event there are no volunteers for stand-by duty, the Department Head shall assign duty to the qualified individual having the least number of stand-by hours during the prior four-week stand-by period. Notice of non-voluntary stand-by duty shall be given no less than two (2) weeks in advance except when operational emergencies preclude such notice.

If the Department Head notifies an employee that he/she is unqualified for stand-by duty, the Department Head shall state the reasons for same and provide training so that the employee may develop the necessary skills to qualify for standby duty through demonstration and testing.

The City will provide cellular phone to those employees eligible for stand-by duty, and shall pay the base monthly charges for said employees. The City will have the sole discretion as to the type of cellular phone that it will provide and the service which it shall acquire for the affected employees.

6.8 COMPENSATORY TIME OFF

Employees working overtime may elect, with the permission of their Department Head, to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) or two (2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of One Hundred Twenty-seven (127) hours. Employees desiring to utilize compensatory time off may do so with the permission of their Department Head.

SECTION 7 - WAGES AND CLASSIFICATION

7.1 MINIMUM WAGES

The basic monthly salary for employees in each classification shall be increased by 3% effective January 1, 2009.

<u>Maintenance Worker I:</u>	<u>Effective January 1, 2009</u>
Step A (0-6 Mo.)	3,469
Step B (7-12 Mo.)	3,643
Step C(13-18 Mo.)	3,820
Step D (19-24 Mo.)	4,015
Step E -----	4,216

<u>Maintenance Worker II:</u>	<u>Effective January 1, 2009</u>
Step F -----	4,426

<u>Senior Maintenance Worker:</u>	<u>Effective January 1, 2009</u>
Step A (0-6 Mo.)	4,091
Step B (7-12 Mo.)	4,296
Step C(13-18 Mo.)	4,508
Step D (19-24 Mo.)	4,735
Step E -----	4,967

7.2 SALARY AT TIME OF EMPLOYMENT

The beginning of normal hiring rate shall usually be at the first step of the rank. Every new employee shall be paid the first step on employment except that the City Administrator may authorize employment at a higher step.

7.3 ELIGIBILITY FOR ADVANCEMENT IN PAY

Employees shall be advanced from Step A through Step D in accordance with the time-in-step requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

When an employee demonstrates outstanding capacity in performing his/her duties advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time in step.

7.4 **ATTAINING ADVANCEMENT**

An employee, in order to be advanced in steps, must demonstrate that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

7.5 **USE OF PERFORMANCE RATINGS IN DETERMINING WHETHER STEP ADVANCEMENT IS MERITED**

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner as necessary.

7.6 **WITHHOLDING STEP ADVANCEMENT**

Department Heads have the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. Department Heads shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work all possible guidance and assistance toward improvement.

7.7 **PROMOTIONS**

Employees promoted to a classification with a higher rate of pay shall be paid at the next highest step in the new salary range that provides a minimum five percent (5%) increase over his/her step at the time of promotion.

7.8 **WORKING OUT OF CLASSIFICATION**

An employee who is temporarily assigned to a vacant position with a higher rate of pay will receive pay equivalent to that of the first step at the higher classification or a five percent (5%) differential, whichever is greater; effective on the first day of the assignment.

7.9 **RETIREMENT PLAN**

Effective January 1, 2004, the retirement plan shall be PERS 3% @ 60, sponsored by the California Public Employees' Retirement System. Effective January 1, 2004, the city shall pay into the Public Employees' Retirement System the employee's eight percent (8%) contribution.

Beginning January 1, 2004, if the miscellaneous Employer PERS contribution rate to maintain 3% @ 60 is more than 24.42%, the amount above 24.42% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If any other miscellaneous bargaining unit is offered a shared rate higher than 24.42%, then the same higher shared rate will take effect for the Local 1021 Public Works bargaining unit.

The City shall provide the "single highest year" PERS benefit calculation.

7.10 DEFERRED COMPENSATION

Employees shall be able to participate voluntarily in the City of Piedmont deferred compensation program, administered by ICMA 457 plan.

7.11 CERTIFICATION DIFFERENTIALS

An additional differential of three percent (3%) shall be paid to a maximum of four (4) Maintenance Workers who obtain and maintain Qualified Pesticide Applicator certification and an additional 5% shall be paid for Certified Arborists. All of the direct costs associated with maintaining certification of the Qualified Pesticide Applicator and Arborist shall be paid by the City.

Effective January 1, 2010, a differential of three percent (3%) shall be paid to a maximum of four (4) Maintenance Workers (Streets) who obtain and maintain CWEA certification. Effective December 1, 2010, two (2) additional Maintenance Workers (Parks) shall be eligible to receive the CWEA differential.

In the event an employee is required to have a Class B or higher vehicle operator's license, the City shall provide the employee with the training to obtain such license and shall compensate holders of a valid California Class B (or higher) Driver's License with an additional 3% pay differential and shall pay all of the direct costs associated with maintaining such license.

SECTION 8 - PROBATIONARY PERIOD

A probationary period of nine (9) consecutive months shall be established for new employees. Any approved leave of absence during the probationary period shall not be counted towards fulfilling the probationary requirement and such probationary period shall be extended accordingly. During such probationary period, an employee may be discharged for any reason which is legal. Probationary employees shall serve at the pleasure of the appointing authority and shall gain no tenure or other property interest in their employment.

SECTION 9 - HOLIDAYS

9.1 HOLIDAYS OBSERVED

The following shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	
1/2 day	Christmas Eve
December 25	Christmas Day
Employee's Birthday	

One floating holiday on a day mutually agreeable between the individual employee and the Department Head.

Any day proclaimed by the City Council as a holiday for City employees. All holidays shall be taken or paid for during the calendar year in which they fall.

For the purposes of the night shift, the holiday shall be defined as the day in which the majority of the hours fall on the holiday.

In the event that the City Council makes Christmas Eve a full holiday, rather than a half-day holiday, Local 1021 Public Works shall receive a full day holiday on Christmas Eve.

9.2 EMPLOYEE'S BIRTHDAY

The employee's birthday which is presently a paid holiday may be celebrated on a date other than on which the birthday falls, subject to approval of the Department Head. Such alternative day shall be taken in the calendar year in which the birthday occurs. Failure to take the holiday within the calendar year shall result in forfeiture of the holiday.

9.3 HOLIDAYS TO BE OBSERVED ON WORKDAYS

In the event that any holiday listed above shall fall on a Saturday, such holiday shall be observed on the preceding Friday. In the event that any holiday listed above shall fall on a Sunday, such holiday shall be observed on the following Monday.

9.4 HOLIDAY PAY

Each employee eligible for the above holidays shall be paid an amount equal to the employee's regular daily rate for each holiday whether that employee is scheduled to work or not work on such holiday.

9.5 PAY FOR WORK ON HOLIDAY

Pay for work on a holiday shall be provided for work performed on the actual day of the holiday. If an employee is scheduled to work on a fixed holiday, the employee shall, in addition to the above holiday pay receive one and one-half (1-1/2) times the straight-time hourly rate for all hours worked on such holiday including all applicable differentials and premiums. There shall be no premium pay for a floating holiday not taken.

SECTION 10 - VACATION LEAVE

10.1 VACATION ACCRUAL RATES

Employees shall accrue vacation leave as follows:

1 through 4 years	11 days
5 through 8 years	15 days
9 through 11 years	17 days
12 through 14 years	19 days
15 through 18 years	20 days
19 years and after	22 days

Employees shall be able to take any accrued vacation after the first six months of employment.

10.2 DATE WHEN VACATION CREDIT STARTS

Vacation credit shall begin as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

10.3 HOLIDAY FALLING DURING VACATION

In the event that a holiday specified above occurs during a period of authorized vacation leave, said holiday shall be charged as a holiday, not a day of vacation leave.

10.4 USE OF SICK LEAVE DURING VACATION

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee provides a doctor's certificate verifying the illness or injury for the period for which sick leave is claimed.

10.5 ACCUMULATION

An employee shall be allowed to accumulate a maximum of two (2) years vacation accrual at any one (1) time.

10.6 REQUESTING VACATION LEAVE

Employees shall request specific dates for vacation by January 15 each year, whenever possible. As long as employees request vacation leave by January 15, seniority shall be the basis for resolving any conflicting requests for vacation time off.

10.7 VACATION SELLBACK

An employee may elect to covert for payment in cash a maximum of half of his/her annual vacation accrual, computed at the employee's current salary rate, provided that the employee takes off two weeks of vacation and/or compensatory time in the calendar year the vacation sellback takes place. The vacation sellback shall only be in effect provided that two weeks of vacation accrual remain on the books after the vacation sellback takes place.

SECTION 11 - SICK LEAVE

11.1 ACCRUAL

An employee shall accrue sick leave at the rate of five (5) hours for each pay period of service.

11.2 USAGE

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

- (a) The employee's illness or injury incapacitates him or her from performance of duties.
- (b) The employee's receipt of required medical or dental care or consultation.

Employees may use up to 50% of their annual sick leave accrual to care for their sick child, parent, spouse, registered domestic partner* or the child of a registered domestic partner. Medical verification may be required.

**A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Human Resources Department of the City of Piedmont.*

11.3 INTEGRATION WITH STATE DISABILITY INSURANCE

Sick leave may be supplemented with California State Disability Insurance, however, in no case will the employee be paid more than 100% of the normal salary.

11.4 SICK LEAVE BUYBACK

Effective April 4, 1997, the City amended its contract with PERS to provide sick leave credit of .004 year of service credit for each unused day of sick leave.

SECTION 12 - LEAVE

12.1 FUNERAL LEAVE

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay in order to attend the funeral or memorial service for a period of up to three (3) working days. The immediate family of an employee, for the purpose of this Section, shall be defined as: registered domestic partner, wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, brother-in-law, daughter-in-law, sister-in-law and grandchildren. Family member shall include a domestic partner of the employee who has resided with the employee for more than three (3) months and for whom a domestic partner filing has been made on a mutually agreed upon form.

Leave of absence with pay because of death in an employee's immediate family is allowed and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In the event of a death in the employee's family outside of the immediate family as provided above, an employee may apply to the City Administrator and request funeral leave to attend the memorial service.

12.2 LEAVE OF ABSENCE WITHOUT PAY

An employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the City Administrator. Unless otherwise provided by law, the City Administrator has the discretion whether or not to grant a leave of absence without pay.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. The maximum leave of absence shall be for one (1) year.

12.3 **MILITARY LEAVE**

Employees who are called upon to perform active annual training duty or temporary special services as a member of an Armed Forces reserve and who lose time from their regular scheduled workweek shall be paid the difference between the pay received from the federal or state government for such reserve duty and their normal weekly earnings not to exceed two (2) weeks annually.

12.4 **JURY DUTY**

An employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California or any Federal Court convening in the State of California or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work up to a maximum of thirty (30) days annually; provided, however, that the City may require proof of the time such service was required and any monies received from jury service shall be deducted from the pay; provided, further, that the employee shall report to work if released from jury service prior to 5:00 P.M. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

12.5 **PREGNANCY LEAVE**

Pregnancy Leave shall be granted in accordance with federal, state and local law. Pregnancy disability leave is a leave of absence necessitated by an employee's medical disability that is attributable to pregnancy, childbirth or related medical conditions. It includes leave needed for prenatal care, prenatal complications, and morning sickness.

Employees may take up a maximum of four months (88 work days for a full time employee) of pregnancy disability leave per pregnancy. Medical certification is required, and the length of the pregnancy disability leave will depend on the medical necessity for the leave. An employee shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months.

Except where medical circumstances preclude such notice, an employee who plans to take pregnancy leave shall give the City at least thirty (30) days advance notice where practicable, and an estimate of the duration of her absence when such information is available to her.

Pregnancy disability also is a "serious health condition" under the FMLA/CFRA so that, for employees who qualify for medical leave, health insurance will continue to be paid by the City for at least a combined total of 12 work weeks in any 12-month period.

The employee shall notify the City at least twenty (20) working days prior to her return from pregnancy leave of her intention to return to work, and provide the City with satisfactory written verification from a physician or other licensed health care practitioner of her ability to return to work.

For additional information about pregnancy leave, see section 12.6.

12.6 FAMILY AND MEDICAL LEAVE

The City will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the City refers to these types of leaves collectively as “FMLA Leave.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under the law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the City of any change(s) to an employee’s return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave will be treated as a voluntary resignation from employment, unless you and the City have agreed, in writing, otherwise.

Employee Eligibility

To be eligible for FMLA Leave benefits, you must: (1) have worked for the City for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the City within 75 miles.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- (1) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);
- (2) to care for an immediate family member: spouse, registered domestic partner, child, or parent with a serious health condition (“Family Care Leave”);
- (3) an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- (4) a “qualifying exigency” for military operations arising out of a spouse’s, child’s, or parent’s Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Emergency Leave”); or
- (5) to care for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Family Care Leave”).

Unless otherwise required by law, a “qualifying exigency” under Military Emergency Leave will be defined by the City on a case-by-case basis.

Length of Leave

Eligible employees may take the maximum amount of leave allowed under state or federal law during a 12-month period. A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the City and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Family Care Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Military Family Care Leave provision of this policy. Because the law allows extra time off for Military Family Care Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Family Care Leave only or is for a combination of Military Family Care Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or registered domestic partner’s child. Certain restrictions on these benefits may apply.

Notice And Certification

Employees seeking to use FMLA Leave for all purposes other than Military Emergency Leave may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. advance notice within one or two days after learning of the need for leave when the leave is not foreseeable;

3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days or else the leave will be denied (these forms are available from the Personnel Department);
4. periodic recertification; and
5. periodic reports during the leave.

At the City's expense, the City may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the City in obtaining additional medical opinions that the City may require.

When leave is needed for Family Care Leave, Serious Health Condition Leave, or Military Family Care Leave, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the City's operation. Please contact the Personnel Department prior to scheduling planned medical treatment.

Employees seeking to use FMLA Leave to cover Military Emergency Leave must provide the City with as much notice of the need for leave as is reasonable and practicable under the circumstances.

If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the City may presume that you do not plan to return to work and have voluntarily terminated your employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored wage-supplement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-supplement benefits, the City may require you to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The City will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Family Care Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the City may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the City in conjunction with federal and/or

state COBRA guidelines by making monthly payments to the City for the amount of the relevant premium. Please contact the Personnel Department for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

An employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider prior allowing the employee to return to work prior to actually returning to work.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a “key employee,” you will be notified of the possible limitations on reinstatement at the time you request a leave.

12.7 DISABILITY LEAVE

Employees who are unable to work because of injury and/or illness shall be entitled to unpaid leave after paid leave has been exhausted for the duration of the disability. In order to be eligible for such leave, the employee must be eligible for California State Disability Insurance and such leave shall be granted for that same period the employee is eligible for State Disability. If the reason for denial is lack of qualifying quarters, the employee shall still remain eligible for leave as provided herein for the duration of his/her disability.

Employees returning from Disability Leave or Maternity Leave shall be returned to employment with the City in the same classification. Employees returning from such leaves shall return with no loss of seniority or benefits accrued, but not used, prior to the commencement of such leave.

SECTION 13 - INJURY PAY

An employee who first loses time from work as the result of a work related illness or injury shall receive their normal salary for the duration of the disability or forty-five (45) working days whichever is the lesser. If the employee is disabled for a period in excess of forty-five (45) working days, such excess period shall be compensated by paid benefits pursuant to State Workers' Compensation laws. The employee shall be entitled to use accrued sick leave, compensatory time or vacation to supplement such Workers' Compensation benefits. In no case shall the employee be entitled to receive more than 100% of the normal salary.

An employee who has returned to work after a period of disability as the result of an original injury and subsequently loses time from work again as the result of an aggravation of or recurrence of the original injury shall in no case receive their normal salary for a period of time to exceed forty-five (45) working days including those days first lost from work as the result of the original injury.

SECTION 14 - HEALTH PLANS AND LIFE INSURANCE

14.1 HOSPITALIZATION AND MEDICAL CARE

Effective January 1, 2009, the City will pay the increased cost of the Kaiser health insurance premiums, up to 12% per year. Any increase in premium above 12% to a maximum of 18% per year shall be borne equally between the employee and the City (50/50). Employee contribution shall be made by payroll deduction. If any other bargaining unit in the City of Piedmont shares in costs above the 12% threshold, the same higher threshold will take effect with the Local 1021 Public Works bargaining unit.

If the employee or the employee and dependents chose to enroll in a plan other than PERS Kaiser North and the cost of such plan exceeds the Kaiser rate, the employee shall be responsible to pay the amount of the cost which exceeds the cost of PERS Kaiser North. Such contribution shall be made by payroll deduction.

The City shall pay \$1.00 per month for each eligible retiree and/or eligible survivor of a retiree who subscribes for coverage. The amount paid on behalf of retirees and/or their eligible survivors shall increase annually at a rate of five percent (5%) as required by PERS regulations until it reaches the amount paid for active employees and their dependents.

14.2 DENTAL PLAN

The City shall pay the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan in effect at the time of ratification of this agreement. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (lifetime maximum of \$5,000).

14.3 VISION PLAN

The City shall pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan.

14.4 LIFE INSURANCE

Effective on the date of the signing of this MOU, the city shall provide and pay the cost of providing each employee with a group term life insurance policy, in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollar (\$1,000) increment. The city's payment shall cease upon the employee's separation from city service, but the employee may elect to retain such policy (if conversion is available) at his/her sole expense.

14.5 DISABILITY INSURANCE

Effective on the date of the signing of this MOU, the City shall provide at no cost to the employee a salary continuance disability insurance policy in effect at the time of this

resolution, or any other such successor program which provides an essentially comparable benefit, providing disability benefits equal to sixty (60%) percent of any employee's current gross salary following a sixty (60) day absence due to a non-job related injury or illness.

14.6 FUNERAL BENEFITS

A funeral benefit of \$5,000 shall be provided by the city for death directly related to duty.

14.7 ALTERNATIVE COVERAGE

In the event that it may be possible to provide an alternative hospital/medical, life insurance or dental coverage providing comparable or superior benefits without additional cost to the City or the employees, the City may substitute or add alternate plans and or insurance carriers. The Union will be provided an opportunity to review and discuss with the City such proposed coverage prior to the implementation by the City.

SECTION 15 - UNIFORMS

The City shall provide each Public Works employee a budgeted allowance of \$350.00 per fiscal year for the purchase of uniform items. Each employee may select the uniform items which he/she requires. Such items shall be purchased by the City and provided to the employee.

It shall be the employee's responsibility to launder such uniforms and the employee must wear such uniforms during working hours.

Unit employees shall be eligible for reimbursement for up to \$200.00 per calendar year toward the purchase of safety and/or rain work boots. Said reimbursement shall be contingent upon the employee consulting with, and receiving prior approval from the Department Head as to the boot to be purchased. The purchase receipt shall also be required. Reimbursement shall be provided within ten (10) working days of the submission of the claim for reimbursement.

SECTION 16- MISCELLANEOUS STAFFING PROVISIONS

16.1 LAYOFF

An employee being laid off shall receive thirty (30) calendar days notice of his/her layoff. A copy of the layoff notice shall be sent to the Union.

A laid off employee shall have the right of recall to their former position for a period of one year following the layoff. Said employee must keep the City notified of his/her current address.

16.2 CONTRACTING OUT

The City shall notify the Union of its intent to contract out any bargaining unit work which would result in a reduction in force, where reduction in force is defined as layoff.

SECTION 17 - TUITION REIMBURSEMENT

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college, junior college, or in the case of obtaining CWEA certification - vocational trade school, in an off-duty status not to exceed Five Hundred Dollars (\$500.00) per fiscal year if the subject matter content of the course is related to the employee's work assignment, promotional opportunities, transfer opportunities, or is a course required for the attainment of a degree or certificate program.

The employee must submit an application to his/her Department Head giving all information needed for an evaluation of the request. The Department Head shall recommend approval or disapproval and forward the request to the City Administrator whose decision shall be final. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of this course, the employee must submit to his/her Department Head a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursements.

SECTION 18- GRIEVANCE PROCEDURE

A grievance is defined as a dispute as to the interpretation or application of any provision of this Memorandum of Understanding.

Disciplinary Action as specified in the Personnel Rules shall not be subject to this grievance procedure nor shall any other interpretation or application of the Personnel Rules of the City be subject to this grievance procedure.

Any employee who has a dispute as to the interpretation or application of this Memorandum of Understanding shall discuss the dispute with his or her lowest level supervisor within five (5) working days of the event giving rise to the grievance or within five (5) working days of knowledge of the event. In the event the grievant is not satisfied with the decision, the grievant may proceed to the next level of supervision for settlement. In the event the grievant is not satisfied with the decision, the grievance shall be reduced to writing and filed with the employee's Department Head for disposition. Upon request of the Union, the Department Head shall meet with the grievant and/or the Union representative to discuss the grievance. If within five (5) working days the grievance has not been settled satisfactorily, the grievant may file such grievance with the City Administrator whose decision shall be final.

SECTION 19- SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement. Any term and condition of employment not modified

herein and not contrary to any rule or regulation as specified in the Personnel Rules of the City shall remain in full force and effect during the term of the Memorandum of Understanding.

Except as modified by this MOU, it is understood and agreed that the City retains all of its rights, power and authority to direct, manage, and control the city to the full extent of the law. The exercise of powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms are in conformance with the law.

Any rights, powers, authority, and functions that the City possessed prior to the execution of this MOU are retained by the City except as specifically limited by this MOU.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

SECTION 20- SAVINGS CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 21- LABOR/MANAGEMENT COMMITTEE

It is agreed that a Labor/Management Committee be established to review safety training in the City of Piedmont including meetings to ensure implementation of Confined Space and other requirements as set forth by Cal OSHA for job safety.

SECTION 22- ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Administrator and the Union for the City Council's consideration and approval by resolution. Upon such approval, this resolution shall supersede and control over conflicting or inconsistent City resolutions, regulations or policies.

SECTION 23- TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall become effective January 1, 2009 and shall remain in full force and effect to and including December 31, 2010.

Signed and entered into this _____ day of _____, 2009.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 CITY OF PIEDMONT

By _____
William Higgins

By _____
Mayor

By _____
Ray Haguisan

By _____
City Representative

By _____
Millie Cleveland

Attest _____
City Clerk