

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PIEDMONT

AND

RECREATION/CHILDCARE EMPLOYEES GROUP

2007 - 2010

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision, hereinafter named "City" concerning conditions of employment to be in effect during the period of April 1, 2007 through March 31, 2010, for those employees working in the Recreation/Childcare Employees Group referred to and further described in Section 1 of this Memorandum.

## **SECTION 1 - NO DISCRIMINATION**

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, gender, sexual orientation 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 2 -HOURS OF WORK**

### **2.1 WORKDAY AND WORKWEEK**

The regular daily work schedule for Recreation/Childcare employees shall be eight (8) hours. The regular weekly work schedule for Recreation/Childcare employees shall be forty (40) hours.

### **2.2 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. Such a meal period shall be one (1) hour.

### **2.3 OVERTIME**

Overtime work is work that is 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 purpose of computing weekly overtime.

## 2.4 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) hours for each hour worked. Compensatory time off may be accumulated to a maximum of two hundred and twenty (220) hours. Employees desiring to utilize compensatory time off may do so with the permission of their Department Head.

Between April 1, 2007 - March 31, 2010, compensatory time accrual may be cashed out to a maximum of forty (40) hours per year at the discretion of the Department Head.

## SECTION 3 – WAGES AND CLASSIFICATION

### 3.1 MINIMUM WAGES

The basic monthly salary for employees in each classification shall be:

Effective April 1, 2007

CLASSIFICATION	Step 1 (0-12 mos.)	Step 2 (13-24 mos.)	Step 3 (25-36 mos.)	Step 4 (37-48 mos.)	Step 5 (49-60 mos.)	Step 6 (61-72 mos.)	Step 7 (Thereafter)
Childcare Site/Recreation Program Coordinator	3,244	3,406	3,576	3,756	3,943	4,141	4,348
Assistant Childcare Site/ Recreation Program Coordinator	2,803	2,943	3,090	3,244	3,406	3,575	3,753

Effective April 1, 2008 and April 1, 2009, employees in each classification will receive a base salary increase of 2.50%, plus a cost of living increase based on the Consumer Price Index (CPI) of the San Francisco-Oakland-San Jose Statistical Metropolitan Areas, All Urban Consumers Index, for the one year periods ending December 31, 2007 & 2008 respectively. For each one year period, the cost of living increase shall be a minimum of 2.5% (if the CPI is below that amount) and a maximum of 5% (if the CPI is above that amount).

### 3.2 ELIGIBILITY FOR ADVANCEMENT IN PAY

Employees shall be advanced from Step 1 through Step 7 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.

### **3.3 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.

### **3.4 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.

### **3.5 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.

### **3.6 WORKING OUT OF CLASSIFICATION**

An employee temporarily assigned to an acting assignment will receive a higher rate of pay for that assignment. The employee will receive a ten percent (10%) differential.

### **3.7 CALL-BACK PAY**

Employees called to work on his or her day off or at a time other than their regular shift shall receive a minimum of four (4) hours of compensation. This call-in time is not paid contiguous with any regularly scheduled shift.

All time actually worked during this call-back time shall be paid at the applicable overtime rate. All time in addition to actual working time shall be paid at straight time to a combined maximum of four (4) hours.

If the employee works more than four (4) hours of call-back, the total time worked shall be paid at the overtime rate. Additional hours of call-back time at the straight time shall not be applicable.

### **3.8 RETIREMENT PLAN**

The present Retirement Plan between the City and Public Employee's Retirement System, 3% @ 60, shall be maintained at the current benefit level for the duration of this Memorandum of Understanding. The city shall pay into the Public Employee's Retirement System the employee's eight percent (8%) Public Employee's Retirement System contribution. 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 Childcare Workers bargaining unit.

## **SECTION 4 – PROBATIONARY PERIOD**

A probationary period of one year shall be established for all 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.

## **SECTION 5 – HOLIDAYS**

### **5.1 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	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	
December 25	Christmas Day
Employee's Birthday	
December 24	Half Day

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.

### **5.2 EMPLOYEE'S BIRTHDAY**

The employee's birthday, which is presently a paid holiday, may be celebrated on a date other than that 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.

**5.3 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.

**SECTION 6 – VACATION LEAVE**

**6.1 VACATION ACCRUAL RATES**

Employees shall accrue vacation leave as follows:

1 through 5 years	11 days
6 through 9 years	15 days
10 through 12 years	17 days
13 through 15 years	19 days
16 through 19 years	20 days
20 years and after	22 days

**6.2 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 (1<sup>st</sup>) 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.

**6.3 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.

**6.4 ACCUMULATION**

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

**6.5 VACATION SELLBACK**

An employee may elect to convert for payment in cash a maximum of forty (40) hours unused vacation days per year, provided that eighty (80) hours have been used in the calendar year the vacation sellback takes place. The time is computed at the employee’s current salary rate, provided adequate funds are available in the effected department’s budget as determined by the City Administrator.

**SECTION 7 – SICK LEAVE**

**7.1 ACCRUAL**

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

## **7.2 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.*

## **SECTION 8 - LEAVES**

### **8.1 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: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, son-in-law, sister-in-law, daughter-in-law, grandchildren and registered domestic partner.

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 Manager and request funeral leave to attend the memorial service.

### **8.2 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. Requests for leave shall not be unreasonably denied.

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.

### **8.3 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.

#### **8.4 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.

#### **8.5 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 8.6.

#### **8.6 FAMILY AND MEDICAL LEAVE**

Employees shall be permitted to take Family and Medical Leave consistent with the provisions of the law and the policy of the city as provided in Section 8.6.

1. The purpose of this policy is to implement the provisions of the California Family Rights Act of 1991, as amended, and the Family and Medical Leave Act of 1993. Where there are differences between the state and federal acts, the more generous requirements of the two have been extended to city employees. If any provisions of this policy are inconsistent with the state and federal acts and their enabling regulations, the acts and regulations shall supersede this policy.
2. Employees with more than one (1) year of continuous service with the city, who have worked at least 1,250 hours during the previous year, may take up to twelve (12) workweeks of leave in a 12 month period because of:
  - a) the birth of a child or the placement of a child for adoption or foster care;
  - b) the employee is needed to care for a family member (child, spouse or parent) with a serious health condition;
  - c) the employee's own serious health condition makes the employee unable to do his/her job.

Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. Any leave provided herein for the birth of a child shall be in addition to disability leave for maternity purposes.

3. A leave granted under this provision will normally be leave without pay except that an employee may elect to exhaust vacation or earned time off prior to leave without pay. Sick leave may not be used to care for a family member. However, the city will provide up to five (5) days sick leave for illness of a family member who lives with the employee.
4. Family care leave may be used in one or more increments, but shall not exceed a total of twelve (12) workweeks of leave in a 12 month period measured backward from the date leave is used. A leave for the care of a newborn, adopted or foster care child shall be taken on a continuous basis in increments of not less than two (2) weeks. An employee may request intermittent leave in one day increments for the care of a seriously ill family member or for the treatment of a serious health condition of the employee. A reduced leave schedule (i.e. a work schedule that reduces the number of hours per workweek or workday) may be established where medically necessary for an employee to care for a seriously ill family member or for the treatment of a serious health condition of the employee.
5. Unless the need for family and medical leave arises out of an unforeseen emergency, employees requesting leave will be expected to provide reasonable advance notice of the need for leave and, at a minimum, written notice of five (5) working days. Failure to provide advance notice may be cause for delaying the effective date of leave. The city may require employees requesting family care leave for the care of a seriously ill family member, or for the treatment of a serious health condition of the employee to provide medical verification of the illness. Such verification should include a statement that the condition warrants the attention of the employee and an estimate of the period of time needed for the care.

6. Where both a husband and wife are employed by the city and both are eligible for family and medical leave, the aggregated leave to which both are entitled is limited to twelve (12) workweeks of leave in a 12 month period if leave is for the birth or placement for adoption or foster care of the employee's child or to care for a seriously ill parent.
7. Employees on family and medical leave will be eligible to continue medical and dental insurance coverage and other group coverage's as if the employee were in a regular paid status. The city will pay the same premiums as if the employee remained in a paid status. If an employee elects to maintain insurance coverage while on family care leave and there is normally a payroll deduction for part of the premium, the employee shall pay the premiums in advance in accordance with the requirements necessary to maintain coverage. For the period of family care leave in a paid status, if any, the employee will continue to accrue vacation, sick leave and holidays.
8. Family and medical leave shall not constitute a break in service for seniority or any employee benefits. An employee on family care leave without pay for more than thirty (30) consecutive calendar days shall have their anniversary date adjusted to reflect the time absent without pay in excess of thirty (30) days.
9. The employee shall cooperate with the city in scheduling his/her date to return to work, and, whenever possible, give the city at least thirty (30) days advanced notice of availability. Upon return from leave, the city shall restore the employee to the employee's previous position or to a comparable position. Where the leave was for the treatment of a serious health condition of the employee, the city may require the employee to provide medical verification of fitness for duty.

## **SECTION 9 - HEALTH PLANS AND LIFE INSURANCE**

### **9.1 HOSPITALIZATION AND MEDICAL CARE**

Effective January 1, 2008, health insurance premiums will be at a shared cost between the city and the recreation/childcare employees group. If the PERS Kaiser North premium increases more than the Consumer Price Index (CPI) of the San Francisco-Oakland-San Jose Statistical Metropolitan Areas, All Urban Consumers Index, for the one year periods ending December 31, 2007, 2008 and 2009 respectively, the amount above the CPI will be shared equally between the city (50%) and the employees (50%). If the employee or the employee and dependents chose to enroll in a plan other than PERS Kaiser North, the employee is also responsible to pay the amount of the cost which exceeds the PERS Kaiser North rate. Such contribution shall be made by payroll deduction.

When agreements are negotiated with other city bargaining units in 2007 and/or 2008, the recreation/childcare group shall have the option of paying the shared cost of the health insurance premium increases on the same basis as any other rank and file group.

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.

## **9.2 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 this agreement. Orthodontic care, up to 70% of the cost for adults and children (lifetime maximum of \$5,000).

## **9.3 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 in effect at the time of this agreement.

## **9.4 LIFE INSURANCE**

The city shall pay the cost of providing each employee with a group term life insurance policy in effect at the time of this resolution in an amount equal to twice the employee's gross 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.

## **9.5 DISABILITY INSURANCE**

The city shall continue in effect at no cost to the employee, the salary continuance disability insurance policy in effect at the time of this resolution or any other such successor program which provides essentially comparable benefit, which provides disability benefits equal to sixty (60) percent of any employee's current gross salary following a sixty (60) day absence due to non-job related injury or illness.

Effective January 1, 2002, the Recreation/Childcare Employees Group elected to have State Disability Insurance (SDI) withholding. Employee's wages are subject to State Disability Insurance withholding under Section 710.5 of the California Unemployment Insurance Code.

## **9.6 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 Group will be provided an opportunity to review and discuss with the city such proposed coverage prior to the implementation by the city.

## **SECTION 10 - LAYOFF**

An employee being laid off shall receive thirty (30) calendar days notice of his/her layoff. Should the City Council elect to have a reduction in personnel, the affected employee(s) shall receive 30 days severance pay for the

employees who have completed one or more year(s) of service.

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.

## **SECTION 11 - MISCELLANEOUS PROVISIONS**

### **11.1 TUITION REIMBURSEMENT**

The city shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed Two Hundred Fifty Dollars (\$250.00) 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 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.

### **11.2 COORDINATION WITH PERSONNEL RULES**

This statement of compensation and benefits shall be considered supplemental to the provisions of the personnel rules, which are hereby made part of this document by reference thereto. In the event of any conflict between said personnel rules and this statement of benefits, the former shall prevail.

### **11.3 CLASS B OPERATORS LICENSE**

At the discretion of the city, the city may require the employees of this Group to hold a Class B vehicle operator's license. In the event that an employee is required to hold a Class B vehicle operator's license, the city shall pay all of the direct costs associated with acquiring and maintaining such license.

### **11.4 SCHOOLMATES PROGRAM**

The children of the employees covered by this Memorandum of Understanding are eligible to attend the Schoolmates program at no charge.

## **SECTION 12 - 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.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the city and this Group.

**SECTION 13 - 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 14 - ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Administrator 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 15 - TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall become effective April 1, 2007 and shall remain in full force and effect to and including March 31, 2010.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By \_\_\_\_\_  
Michael Murphy, Group Representative

By \_\_\_\_\_  
Mayor Nancy McEnroe

By \_\_\_\_\_  
Selena Wilson, Group Representative

By \_\_\_\_\_  
Mark Delventhal, Recreation Director

Attest \_\_\_\_\_  
Ann Swift, City Clerk