

City of Piedmont
COUNCIL AGENDA REPORT

DATE: February 6, 2012
FROM: Mark Bichsel, Finance Director
SUBJECT: Local 1021 (Public Works Unit) Two Year Agreement

RECOMMENDATION

Approve a two year Memorandum of Understanding between the City of Piedmont and Service Employees International Union Local 1021 (Public Works Unit) for the positions of Maintenance Worker I, Maintenance Worker II and Senior Maintenance Worker.

BACKGROUND

Following numerous closed sessions, the city council reached consensus regarding a two year salary and benefits package for the Service Employees International Union Local 1021 (Public Works Unit). The key provisions of the agreement are as follows:

- Term – Two (2) years, 1/1/11-12/31/12
- Wages – No salary increase during the term of the contract. “Me Too” on any COLA offered any other bargaining group during the term of the contract. Please note that the last salary increase for this bargaining unit was three years ago, on January 1, 2009.
- Retirement Plan – Agrees to pay 100% of the PERS cost above the current employer rate of 22.089%. The required PERS for FY 2012-13 is 22.724%, which means that the employees will pick up 100% of the increased PERS cost for FY 2012-13. Also included in the new MOU is the following language: “if the PERS rate is more than 24.42%, the amount above 24.42% will be shared equally between the city (50%) and the employee (50%).”
- Retirement Plan – Agrees to second tier of 2% @ 60 (currently: 3% @ 60).
- Certification Differential – 5% for obtaining and maintaining PACP certification (Pipeline Assessment & Certification Program). Maintenance workers obtaining this certification will better be able to locate and quantify pipeline defects and verify proper installation of new pipe.

- Retiree medical – Employees will contribute \$50/semi-monthly beginning July 1, 2012. For the first time, employees will contribute \$100 per month to the City of Piedmont’s OPEB Trust Fund, set up for retiree medical benefits.
- New Layoff Provision: – Employees will be laid off in inverse order of seniority.

Minor provision adjustments:

- Holidays – Christmas Eve as an entire day off (currently: half day off).
- Vacation Accrual – Duplicate the vacation accrual granted to SEIU General (will add an additional three days of vacation accrual per year, after 23+ years of service).
- Jury Duty – Time off with full pay for the duration of the trial (current: 30 days paid maximum).
- Uniform Allowance - \$450 per fiscal year for uniforms and \$450 per calendar year for work boots (current: \$350 uniforms and \$200 boots).
- Furlough – Side letter for the term of the agreement. City Administrator must decide whether to furlough by December 1st.
- Tuition reimbursement increased to \$1,000 per fiscal year (currently: \$500).
- Probationary period decreased from 9-months to 6-months, however, can be extended for one additional three month period.
- *Catastrophic leave program (added section) which states that permanent employees represented by the SEIU Public Works Unit, may be eligible to receive donations of paid leave from the vacation bank or sick leave bank of other employees, to be included in the recipient employee’s sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee’s household). Conditions for authorization of catastrophic leave are stated in Section 11.5 of the Memorandum of Understanding.*

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

2011 - 2012

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PIEDMONT

AND

Service Employees International Union Local 1021
(PUBLIC WORKS UNIT)

2011-2012

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, 2011 through December 31, 2012, 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

2.1 DESCRIPTION OF RIGHTS

No unit member shall be treated discriminatorily because of race, religious creed, color, national origin, ancestry, sex, sexual orientation, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, membership or participation in an employee organization, political affiliation or opinion, or age, to the extent prohibited by applicable state or federal law.

2.2 AMERICANS WITH DISABILITIES ACT

The City and the Association acknowledge that the Americans with Disabilities Act (ADA) and other state and federal statutes require accommodation for unit members protected under that statute, that accommodations must be determined on an individual

case by case basis, and that the City has a legal obligation to meet with the unit member to discuss accommodations.

2.3 ACCOMMODATION NOT A PAST PRACTICE

Any accommodation provided to a bargaining unit member as required by the ADA or other state and federal disability statutes shall not establish a past practice nor shall it be used as evidence of a past practice in any grievance.

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, voluntary COPE deductions, 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 Local 1021, 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 Local 1021, 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.

The Union Field Representative shall be permitted to enter work areas where the members are employed during normal working hours for the purpose of ascertaining whether the terms and conditions of this Agreement are being observed, to observe working conditions and to assist in

the processing of grievances. The Union Field Representative shall provide the Public Works Director, or his/her designee, with a minimum of two (2) days notice before arrival.

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

There will be no salary increases during the term of this MOU.

The rates of pay in effect for the duration of this MOU are:

<u>Maintenance Worker I:</u>	<u>Monthly:</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>Monthly:</u>
Step F -----	4,426

<u>Senior Maintenance Worker:</u>	<u>Monthly:</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

If, during the term of this agreement, any other bargaining unit is offered a cost of living increase, then the same increase will take effect for the Local 1021 Public Works bargaining unit.

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**

All employees represented by this Memorandum of Understanding hired prior to July 1, 2012, will be provided the PERS 3% @ 60 plan, sponsored by the California Public Employees' Retirement System. The city shall pay into the Public Employees' Retirement System the employee's eight percent (8%) contribution. Employees hired on or after July 1, 2012, will be provided the PERS 2% @ 60 plan, with the City paying the employee's seven percent (7%) contribution.

Effective July 1, 2012, employees will pay 100% of the PERS cost above 22.089%. Subsequent to FY 12/13, 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 for employees with the 3% @ 60 plan. For those employees with the 2% @ 60 plan, the City shall provide the three year average 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.

A differential of three percent (3%) shall be paid to Maintenance Workers who obtain and maintain CWEA certification, and an additional five percent (5%) shall be paid for obtaining and maintaining PACP certification.

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 six (6) 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. The probationary period may be extended for one (1) additional three (3) month period for the purposes of further assessing an employee’s work performance.

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	
December 24	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 two (2) times their regular straight-time hourly rate of pay 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 through 22 years	22 days
23 years and after	25 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.

11.5 CATASTROPHIC LEAVE PROGRAM

Permanent employees represented by the SEIU Public Works Unit, may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family

medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the Public Works Department.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the Public Works Director and approval by the City Administrator.

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; provided, however, that the City may require proof of the time such service was required and any monies received from jury service shall be remitted to the city; 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 DISABILITY LEAVE**

Pregnancy Disability 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 so that, for employees who qualify for FMLA 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**

Employees are eligible for unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement will be applied in conformance with the provisions of FMLA and the CFRA in effect at the time the leave is granted and in conformance with City policies and practice.

ELIGIBILITY

To be eligible for family care and medical leave, on the date on which leave is to begin, an employee must have been employed by the City for a total of at least 12 months, and have been employed for at least 1,250 hours of service during the previous 12 months.

FAMILY CARE & MEDICAL LEAVE ENTITLEMENT

Subject to the provisions of this Agreement and state and federal law, including the FMLA and CFRA, an eligible employee is entitled to a total of 12 workweeks of unpaid leave during any 12 month period for any one, or more, of the following reasons:

- The birth of a child and to care for the newborn child;
- The placement with the employee of a child for adoption or foster care by the employee;
- To care for the employee’s child, parent, spouse, or registered domestic partner (CFRA only) who has a serious health condition;
- Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave (CFRA); and
- Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (FMLA).

FAMILY CARE & MEDICAL LEAVE TO CARE FOR A COVERED SERVICE MEMBER WITH A SERVICE INJURY OR ILLNESS

Subject to the provisions of this Agreement and state and federal law, an eligible employee is eligible to take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

An eligible employee's entitlement is limited to a total of 26 workweeks of leave during a "single 12-month period" to care for a service member with a serious injury or illness. The City shall determine the "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this paragraph occurs using the 12-month period measured forward from the date of the employee's first FMLA leave to care for the covered member begins. During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

PAY STATUS AND BENEFITS DURING FAMILY CARE & MEDICAL LEAVE

Except as provided in this section, the family care and medical leave will be unpaid. The City will, however, continue to provide City contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of monthly premiums payments, if any.

RELATIONSHIP OF FAMILY CARE AND MEDICAL LEAVE TO OTHER LEAVES

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. The leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement or any employee benefit plan. For purposes of layoff, promotion, job assignment, and seniority-related benefits, the employee returning from family care and medical leave shall return with no less seniority than he or she had when the leave began.

Fitness for Duty

As a condition of returning from leave taken because of the employee's own serious health condition, the employee is required to provide the City with certification from the

employee's health care provider that the employee is able to resume work and perform the employee's job duties.

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**

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.

Retiree medical insurance is available for eligible employees who retire from the City of Piedmont. The amount paid on behalf of retirees and/or their eligible survivors shall increase annually as required by PERS regulations until it reaches the amount paid for active employees and their dependents. Effective July 1, 2012, all employees eligible for retiree medical will contribute \$50 semi-monthly by payroll deduction.

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 \$450.00 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 \$450.00 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

Prior to any announcement of layoff, the City shall contact the Union to discuss possible alternatives to layoffs which are mutually agreeable. An employee being laid off shall receive thirty (30) days notice prior to the imposition of his/her layoff. In the event of layoff, employees within the classified service job title affected by layoff shall be laid off in the following order: temporary, probationary, and regular. In the cases where there are two or more regular employees in the class from which the layoff is to be made, such employees shall be laid off in inverse order of seniority in City 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.

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 or PACP certification - vocational trade school, in an off-duty status not to exceed One Thousand Dollars (\$1,000.00) 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, 2011 and shall remain in full force and effect to and including December 31, 2012.

Signed and entered into this _____ day of _____, 2012.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1021

CITY OF PIEDMONT

By _____
William Higgins

By _____
Mayor

By _____
Ray Haguisan

By _____
City Administrator

By _____
Brian Lee

Attest _____
City Clerk

Item #6 – Consideration of an MOU with SEIU 1021 (Public Works Unit)
Correspondence Received before 4:00PM on Monday, February 6, 2012

The agenda report does not include any costing of the agreement, or other analysis and context that allows the public to understand how the agreement affects the City's budget, now and in the future. What is the estimated dollar amount of savings and costs and what is the net effect on the City's budget, now and in the future? This type of information and analysis is standard for consideration of contract agreements.

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Winifred Walters

Dear City Council members,

I am writing to urge you to vote "no" on item 6 on tomorrow's City Council agenda, approving an SEIU memorandum. As proposed, the memorandum ignores the recommendations of the Municipal Tax Review Committee, and fails to cap fringe benefits at or below their current level. The Council should not approve a proposed memorandum unless the City's employees substantially increase their contributions to these benefits. It is unacceptable to have the City continue making the employee share of the contributions. In our current economic climate, many other public entities (mine included) are requiring increased employee contributions to their fringe benefits. Piedmont should bring its contracts in line with these current practices.

Implementing a two-tier system will take decades to realize a positive financial impact, and therefore this alone is insufficient to address the City's financial needs. It might appear that the impact of this contract is minor, as it is for calendar years 2011 and 2012. However, we can expect that the other unions will ask for similar deals. It is time for the Council to take a strong stand, and insist on the changes recommended by the MTRC. Please demonstrate strong financial stewardship of our tax dollars, and act with urgency. Kathleen Quenneville