

RESOLUTION NO. 21-20

**RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
RICHMOND AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

WHEREAS, the City has negotiated in good faith with Service Employees International Union (SEIU) Local 1021 regarding terms of a new Memorandum of Understanding (MOU); and

WHEREAS, the parties reached a Tentative Agreement on terms for a new MOU on December 6, 2019, replacing the current MOU which expired on March 31, 2016; and

WHEREAS, that Tentative Agreement shall not bind the parties until it is ratified by a majority of SEIU Local 1021 membership and ratified by the City Council; and

WHEREAS, on February 5, 2020, a majority of the membership of SEIU Local 1021 voted to approve the Tentative Agreement; and

WHEREAS, the Tentative Agreement will establish a new MOU, effective April 1, 2016 through June 30, 2020; and

WHEREAS, the adoption of this agreement will support a stable and amicable labor relations environment in the City; and

WHEREAS, there is a positive impact of a short-term contract with a financial incentive to employees, which will allow the parties time to negotiate for a longer term MOU when this MOU expires on June 30, 2020;

NOW THEREFORE BE IT RESOLVED, that the City Council of Richmond authorizes the reduction of the parties' December 6, 2019, Tentative Agreement to final Memorandum of Understanding (MOU) language, the terms of which are set forth and marked as Exhibit A of this resolution, and submittal of the final MOU to the City Council for approval.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held March 17, 2020, by the following vote:

AYES: Councilmembers Choi, Johnson, Martinez, Myrick, Willis,
Vice Mayor Bates, and Mayor Butt.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT

Mayor


Approved as to form:

BRUCE GOODMILLER

City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 21-20**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on March 17, 2020.


Pamela Christian
Pamela Christian, Clerk of the City of Richmond

City of Richmond and SEIU Local 1021

2016-2019 Successor MOU Negotiation

City Counter-Proposal

December 6, 2019

The City makes this counter-proposal to SEIU Local 1021 for a successor MOU in response to the Union's November 18, 2019 Package Settlement Offer.

Term: April 1, 2016 to June 30, 2020.

Lump Sum Payment: Each employee will receive a lump sum payment in the amount of \$1,000.00 minus applicable payroll deductions following City Council adoption of the ratified successor MOU.

Tentative Agreements:

The successor MOU will include changes required by the following tentative agreements signed by the Parties during their negotiation:

Article I, Sections D & E – Agency Shop and Dues Deduction signed August 15, 2019

Article I, Section F – Union Representation signed June 28, 2016

Article II, Section C(5) – Call Back signed May 10, 2016

Article III, Section A – Insurance Plans signed August 15, 2019

Article III, Section A(5) – Disability Insurance signed June 28, 2016

Article III, Section B(9) – Injury Leave signed June 28, 2016

Article III, Section C – Certifications and Licenses signed June 28, 2016

Article III, Section D(4) – Safety Footwear signed May 4, 2016

Article III, Section D(4) – C.S.T. Safety Footwear signed August 15, 2019

Article III, Section F – Retirement signed May 4, 2016

EXHIBIT A

Article III, Section D(2) Professional Development pay signed September 14, 2016

Article V, Section A(2) Layoff signed March 21, 2016

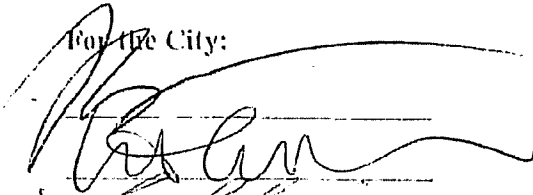
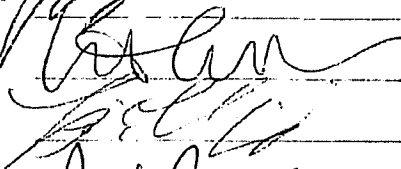
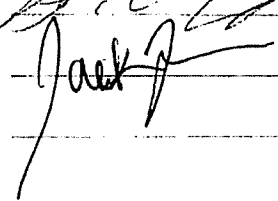
Article V, Section B(2) Probationary Period signed September 14, 2016

Article V, Section E - Severance Pay signed May 4, 2016

Article V, Section P Flexibly Staffed Positions signed September 14, 2016

Date: January 21, 2020

For the City:

For SEIU Local 1021:

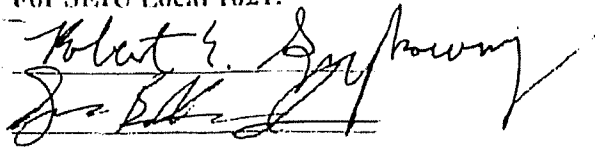
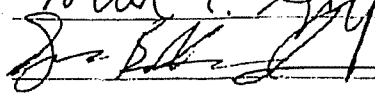


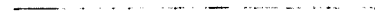






EXHIBIT A

Provided

11-19-18

City of Richmond and SEIU Local 1021

2018 Labor Negotiations

Proposal Number: 1 *TA 8-18-19*

Date: November 19, 2018

MOU Article: 1(D) and 1(E)

Subject: Agency Shop and Dues Deduction

Proposal:

The City proposes that the Parties amend Article 1(D) and 1(E) to comply with current law regarding union security.

MOU Language:

D. AGENCY SHOP

~~Effective May 1, 1984, the City agrees to an agency shop provision, in accordance with State Law, with automatic dues deduction.~~

~~During the term of this agreement, an employee in the classes included in this Memorandum of Understanding and, in the case of a newly hired employee who will become a union member within thirty (30) calendar days of employment, shall remain a member in good standing in the union; or pay to the union an initial fee equal to the regular initiation fee; and thereafter a monthly service fee equal to the regular monthly union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the union, and thereby pay sums equal to union dues, initiation fee or service fees to (1) American Cancer Society; (2) the American Heart Association; or (3) Sickle Cell Anemia Research and Education, Inc., (SCARE), in lieu thereof.~~

EXHIBIT A

~~The Union shall indemnify and save harmless the City, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said fees described above.~~

~~The City shall furnish the union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations.~~

E. DUES DEDUCTION


The City shall deduct Union dues to the extent required and in the manner provided by California law.

~~In accordance with the State Law, said deductions in Section D, above shall be forwarded promptly to the union office. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues, union fees, voluntary political contributions to COPE, insurance premiums, and/or agency fees. When an employee is in a non pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over union dues or agency fees.~~

EXHIBIT A

~~In conjunction with Union dues deductions and COPE deductions, employees may designate additional payroll deductions for supplemental insurance premiums, voluntary contributions and supplemental union fees. Such designations shall be made on forms furnished by the Union. The City, on receipt of said forms shall forward said premiums, contributions and/or fees to the union in the same manner as Union dues, and shall itemize the breakdown of dues, COPE, and all other premiums or contributions forwarded.~~

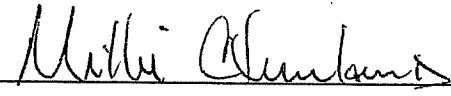
Tentative Agreement by City:



Jack Hughes


8-15-19
Date

Tentative Agreement by SEIU Local 1021:



Millie Cleveland

8/15/19
Date


GREGORY EVERETT JR.
PRESIDENT - RICHMOND SEIU 1021

8/15/19

Maria Hu

8/15/19

Labour Relations / Training Mgr.

EXHIBIT A

City of Richmond and SEIU Local 1021 2016 MOU Negotiations

Provided
6-28-16

City Counter to Union Proposal # 2
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016
Union Counter Presented: 05/10/2016
City Counter Presented: 06/21/2016

City Counter Proposal *Union Proposal # 2*

Article I.F – General Provisions – Union Representation

The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other union members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding and/or rules, policies; and ordinances regulating wages, hours and working conditions.

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

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

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

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

General Membership meetings do not occur during working hours. Employees do not receive paid release time to attend, travel to or prepare for general membership meetings. However, employees who have a thirty (30) minute lunch may use up to sixty (60) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. Employees who have a sixty (60) minute lunch may use up to thirty (30) minutes of accrued vacation leave to attend and/or travel to General Membership meetings. An employee must obtain prior approval to use accrued vacation leave as provided in Article 3(B)(8).

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City of Richmond and SEIU Local 1021 2016 MOU Negotiations

City Counter to Union Proposal # 2
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016
Union Counter Presented: 05/10/2016
City Counter Presented: 06/21/2016

During each calendar year, the Union will be entitled to ~~twelve (12)~~ eighteen (18) hours of release time for Union Officers, Stewards, or designated Union members (the Union must provide a list to Human Resources delineating who the designated Union members are no later than January 1 of each year), to work on Union-related business, including revenue-generating measures that will benefit the City. The Union is entitled to a total of ~~twelve (12)~~ eighteen (18) hours to be shared amongst all the Union Officers, Stewards, and designated Union members. In other words, each Union Officer or Steward does not receive ~~twelve (12)~~ eighteen (18) hours. The Union cannot request more than ~~2~~ 3 hours of release time a month, and no more than two (2) Union Officers or Stewards can be released at any given time. For example, for the month of June, the Union can request that the Union President and the Chief Steward meet for an hour to discuss revenue-generating ideas. With such a request, the Union has used ~~two (2)~~ three (3) hours of their ~~twelve (12)~~ eighteen (18) hour bank for the calendar year and cannot request any additional release time under this provision for the month of June. If this was the only release time request by the Union under this provision for the calendar year, then the Union would have ~~ten (10)~~ fifteen (15) hours of release time remaining in the calendar year. Time used for officers or stewards used for representation is not included as hours used in this provision.

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

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

The Human Resources Department will track the ~~twelve (12)~~ eighteen (18) hours allotted for this release time and will notify the Union when they have reached their ~~twelve (12)~~ eighteen (18) hour limit in a calendar year.

For the first year that this provision is in place, the ~~twelve (12)~~ eighteen (18) hours

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City of Richmond and SEIU Local 1021 2016 MOU Negotiations

City Counter to Union Proposal # 2
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016
Union Counter Presented: 05/10/2016
City Counter Presented: 06/21/2016

will be prorated based on the number of months left in the calendar year after the MOU has been approved by the City Council.

Date: June 28, 2016

FOR THE CITY:

[Signature]
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FOR SEIU LOCAL 1021:

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provided

5-16-16

**City of Richmond and SEIU Local 1021
2016 MOU Negotiations**

**Amended City Counter to Union Proposal # 6
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016
Amended Union Proposal Presented: 05/10/2016
Amended City Counter Presented: 05/10/2016**

***Amended City Counter Proposal
Union Proposal # 6***

**Article II.C.5 – Direct Pay for Services – Overtime and Compensation for Overtime
– Call Back Time**

5. Call Back Time. An employee **physically** called back to work shall be credited with a minimum amount of three hours' time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person (an authorized person may include: a communications dispatcher ~~or supervisor, or the senior staff person on duty at the Waste Water Treatment Plant~~) to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. These call back provisions shall apply to mandatory meetings convened on an employee's scheduled day off. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal work day for that employee.

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

EXHIBIT A

City of Richmond and SEIU Local 1021 2016 MOU Negotiations

Amended City Counter to Union Proposal # 6
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016
Amended Union Proposal Presented: 05/10/2016
Amended City Counter Presented: 05/10/2016

Date: 5/10/16

FOR THE CITY:

[Signature]

James C. [Signature]

Maia [Signature]

Jessica [Signature]

Dawn [Signature]

Mark [Signature]

[Signature]

[Signature]

FOR SEIU LOCAL 1021:

[Signature]

[Signature]

Robbie J. [Signature]

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Rosanne [Signature]

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6-1-16

City of Richmond and SEIU Local 1021

2016 Labor Negotiations

Proposals Number: 5 TA

Date: June 1, 2016 Just

MOU Article: 3(A) 6-28-16

Subject: Insurance Plans

Proposal:

The Parties referred updates to Section 3(A)(1) to a clean-up committee upon the conclusion of their negotiation for the current MOU. The City proposes that any updates agreed-upon in that process be incorporated into the MOU and that the Parties further review the language to ensure that it reflects the current health benefit and that it complies with the Patient Protection and Affordable Care Act. The City believes that the edits proposed below are warranted to more accurately describe the current health benefit plan.

MOU Language:

“A. INSURANCE

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

1. Medical Insurance Plans

a. CalPERS Health Insurance Plans

The City shall contract with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond General Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations

EXHIBIT A

promulgated by PERS. Unless prohibited by PERS or by law, the health plan coverage described herein shall apply to persons retired.

~~b. The City shall pay the CalPERS Minimum Employer Contribution Amount required by law. \$20.00 per month to PERS on behalf of each active employee. In the event PERS requires a minimum employer payment in excess of \$20.00 per month, the City and Local 1021 shall meet and confer regarding payment of such additional amounts during the term of this agreement. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the current minimum rate of 5% required by PERS regulations, until it reaches the amount (\$20.00) contributed on behalf of each active employee. In the event PERS requires an additional minimum employer payment for retirees in excess of \$2.00 per month, the City and Local 1021 will meet and confer regarding payment of such additional amounts during the term of this agreement.~~

be. Active employees benefit account Additional City Medical Insurance Premium Contribution

~~In addition to the contributions listed above The City shall make an additional monthly contribution beyond the CalPERS Minimum Employer Contribution Amount establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser Bay Area Region North medical plan minus the CalPERS Minimum Employer Contribution Amount required by law. less \$20.00, or any other less expensive medical plan included in PERS. For employees with no dependents, the monthly contribution amount shall be at the single premium rate; for employees with one dependent, the monthly contribution amount shall be the two-party rate; and for employees with more than one dependent, the monthly contribution amount shall be the family rate. For the term of this Agreement only, should the premium for the Kaiser Bay Area Region North medical plan change, the City shall change the monthly contribution dollar amount to be paid toward this benefit by the same~~

EXHIBIT A

amount as the premium change. If any employee chooses a plan more expensive than the Kaiser Bay Area Region North plan, the City contribution shall be no more than the Kaiser Bay Area Region North premium minus the CalPERS Minimum Employer Contribution Amount, less \$20.00, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

cd. Medical Benefit Opt-Out Cafeteria Option

~~Bargaining unit members~~ Employees who opt not to use the City's above medical insurance, and who can document to the City's satisfaction that he/she has alternative Patient Protection and Affordable Care Act compliant group health insurance benefits through a spouse's plan or through another source shall receive a credit of \$150.00 per month for employees eligible for employee-only medical insurance and \$200.00 per month for employees eligible for two-party or family medical insurance. \$200 (\$150 if not eligible for dependent coverage) a month. This option is available at any time upon initial employment and at the annual insurance benefits "open period." If an employee loses the alternative medical insurance in the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan at the employee's eligibility level as described in the preceding paragraphs. Bargaining unit members receiving money the \$200 credit in lieu of benefits may apply the money credit towards the IRS Section 457 Deferred Compensation Plan 125 Flexible Benefits Plan described in section III.A.6., or receive the money \$200 as a taxable addition to their salary.

de. Taxation

The City shall not treat its medical benefit contributions described in Section III(A)(1)(a) and Section III(A)(1)(b) above the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State, or local tax liability or penalty that may arise out of the implementation of this section.

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ef. Permanent Part-Time Employees

(1) Permanent part-time employees may receive medical benefits as follows: who regularly work at least 20 hours, but less than 25 hours, weekly shall be covered by the PERS Medical Plan, in accordance with PERS Provisions. The City will only contribute on behalf of such employees, the \$20 current CalPERS Minimum Employer Contribution Amount monthly premium described in Article III, Section A(1) for part-time employees who regularly work between twenty and twenty-four hours per week. These employees shall pay the balance of the medical insurance premium.

(2) Permanent part-time employees who regularly work 25 hours or more per week may elect to receive ~~ly shall receive~~ the same medical plan benefits described in Section III(A)(1)(a) and Section III(A)(1)(b) as full time employees.

fg. Eligibility Changes

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

Employees shall be required to inform the City within thirty days that one or more family members are no longer dependents of any reduction in dependents and the City shall correspondingly reduce its monthly contribution. a corresponding reduction in premium amounts contributed by the City shall be made. Applicable circumstances include but are not limited to divorce, death, children turning 26 years old and a dependent obtaining other medical insurance.

gh. Retiree Medical Benefits Retired Employees:

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

EXHIBIT A

~~contribute towards the premiums for these new dependents. Effective January 1, 2010, a monthly payment of \$435 shall be made to each retiree without dependents at the time of retirement or \$567 if the retiree has one or more dependents, provided the retiree meets the eligibility requirements below.~~

~~When a retiree or surviving dependent becomes eligible for Medicare benefits, the monthly reimbursement payments shall be reduced to the amount deducted from the pension check for supplemental medical insurance and shall be no more than the reimbursement for which they are eligible described above, for the cost of CalPERS medical. When the insurance premium is less than one of the agreed to dollar amounts, the City will pay 100% of the retiree's premium. The City will not cover any Medicare costs. Retirees shall be responsible for notifying the City of their eligibility for Medicare within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding the excess amounts received.~~

~~Employees retiring on or after July 1, 1995 Retirees may receive the reimbursement for which they are eligible described above dollar amounts towards for a non-PERS health plan if 1) provided, the non-PERS health plan is selected at the same time that an employee drops a PERS health plan and 2) the retiree submits monthly proof of payment of the premium. Once such a selection is made, the retiree may not opt back into a PERS health plan, but the City will not reimburse the retiree for any portion of the premium. When a retiree has dropped health coverage, the retiree cannot request the City to resume paying towards premiums at a later date.~~

~~i. After the first year of this agreement, and on each succeeding anniversary, the monthly payment to the retirees in Section h. (above) shall be reduced by \$1.00 monthly, until the monthly reduction reaches \$20.00.~~

hj. Retiree Medical Benefit Eligibility

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

EXHIBIT A

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

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

ik. Retiree Medical Benefit Conditions

The reimbursement payment for retirees set forth in Section III(A)(1)(g) above shall be made monthly from the date of retirement the first CalPERS pension check until the retiree ceases to participate in the PERS Medical program. ~~However, with the exception that if the retiree goes from having one or more dependents to having no dependents, the City's reimbursement contribution shall be reduced as described in Section III(A)(1)(f) accordingly. If the retiree or the corresponding decrease will be made if he/she becomes Medicare eligible, the City's reimbursement shall be reduced as described in Section III(A)(1)(g).~~ If the retiree fails to report the any of these changes in status to the City within 30 days of their its occurrence, the retiree he/she shall be liable for refunding the excess amounts received to the City.

jl. Retiree Medical Benefit Survivors

If a retiree qualifying for benefits above is survived by a spouse or registered domestic partner at the time of retirement who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City) ~~said~~ the surviving spouse shall receive all the benefits described

EXHIBIT A

above if allowed by CalPERS rules, and The survivor will be subject to the same administrative procedures applicable to retirees.

2. Dental Plan

The City shall contribute the full premium toward group dental plan benefits for employees and dependents ~~including with a \$2,000 lifetime maximum for orthodontics per person and adult orthodontics coverage.~~ The maximum dental benefit (except for orthodontics) is \$1,7500 per year for a PPO in-network dentist and \$1,500 per year for an out-of-network dentist.

Employees may utilize the dentist of their choice to obtain dental care in the including "PPO Network as specified in the Delta Dental Benefit Highlights, Preferred Providers" that may accept the City's schedule as 100% payment. The City's dental plan includes additional information regarding benefits.

Permanent part-time employees shall be entitled to participate in the dental plan, ~~provided that said~~ These employees, and not the City, will pay the premium ~~charge for the dental plan.~~

3. Vision Plan

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

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

4. Life Insurance

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

5. Disability Insurance

The existing long term disability insurance program for full time, ~~classified~~ employees shall include payment of sixty percent (60%) of the first ~~\$5,000~~ \$2,500 of each employee's pre-disability earnings, reduced by deductible income, ~~an employee's monthly salary for a~~

EXHIBIT A

~~maximum monthly benefit of \$1,500, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.~~

~~Effective May 1, 1996, Long Term Disability Insurance coverage will increase to a maximum monthly benefit of \$2,000. Effective July 1, 1998 coverage will increase to a maximum monthly benefit of \$3,000.~~

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

Disability Insurance / Workers Compensation Committee

~~The Parties shall form a disability insurance / workers compensation committee within three month of ratification consisting of three (3) representatives designated by the Union and three (3) representatives designated by the City who shall meet and confer for the exclusive purpose of trying to establish the means and procedures for integration of leaves with workers compensation benefits and disability insurance levels. The goal of said committee shall be to reach agreement on these issues. Any proposed MOU language changes made under this provision will not be binding on either party unless the parties mutually agree in writing, subject to ratification by the membership of the Union and the City Council.~~

Keep
JMT
6-28-16

6. Flexible Benefits Plan

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

Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan. ~~Employees eligible for the credit in lieu of medical insurance may apply those funds towards the Flexible Benefits Plan. They may also apply their own funds towards the Plan.~~

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

1. Dependent Care Assistance Account

EXHIBIT A

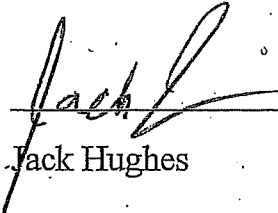
2. Health Care Reimbursement Medical Expense Reimbursement Account

3. Adoption Assistance Account

4. Qualified Transportation Account

5. Parking Benefit Account

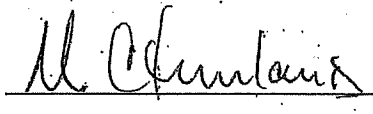
Tentative Agreement by City:



Jack Hughes


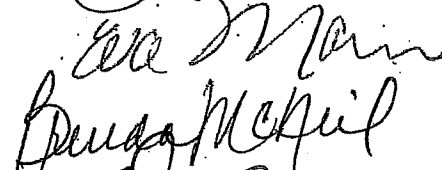
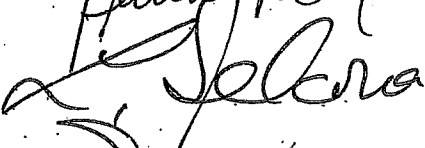
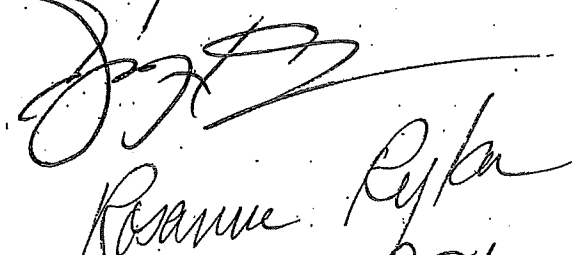
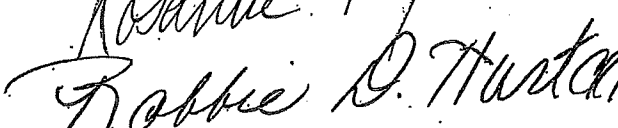
June 28, 2016
Date


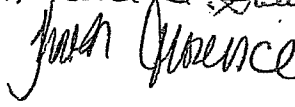
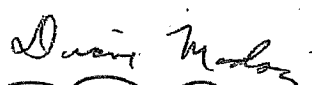
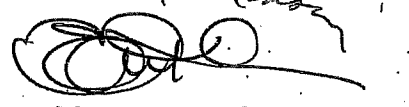
Tentative Agreement by SEIU Local 1021:

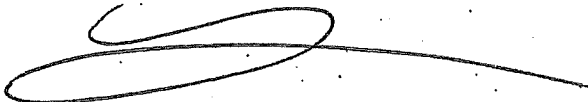


Millie Cleveland

6/28/16
Date


Eric Mann

Paula McNeil 6/28/16

Selena

Rianne Ryka

Robbie D. Hurtado


Renee C. Sanchez

Juan Gonzalez

Duane Madson

Maria Ben



provided

3-21-16

City of Richmond and SEIU Local 1021

2016 Labor Negotiations

Proposals Number: 6
Date: March 21, 2016
MOU Article: 3(A)(5)
Subject: Disability Insurance

TA
6-28-16

Proposal:

The City proposes that the Parties amend Article 3(A)(5) to update the language to reflect the current disability insurance benefit program.

MOU Language:

5. Disability Insurance

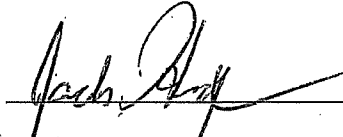
The existing long term disability insurance program for full time, classified employees shall include payment of sixty percent (60%) of the first \$2,500 of an employee's monthly salary up to for a maximum monthly benefit of \$3,000 \$1,500, after a thirty (30) day waiting period. Disability insurance payments shall not extend beyond age 65 for disability caused by accident and for a period not to exceed five (5) years for disabilities caused by illness. This policy will apply to permanent part-time employees providing they work 20 hours or more a week.

~~Effective May 1, 1996, Long Term Disability Insurance coverage will increase to a maximum monthly benefit of \$2,000. Effective July 1, 1998 coverage will increase to a maximum monthly benefit of \$3,000.~~

EXHIBIT A

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

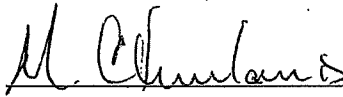
Tentative Agreement by City:



Jack Hughes

June 28, 2016
Date

Tentative Agreement by SEIU Local 1021:



Millie Cleveland

6/28/16
Date




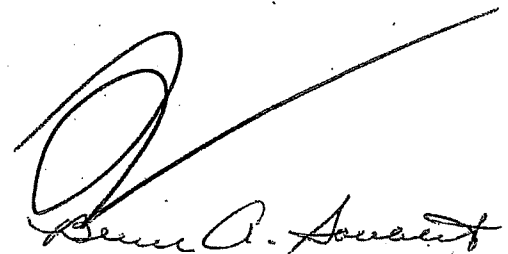
Rabbi D. Hubbard



Rosanne Rykew

 6/28/16

 6/28/2016

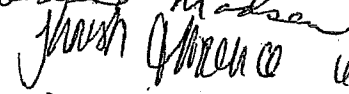


Ben A. Szwed

6/28/16



Erik A. Galt

 6/28/16

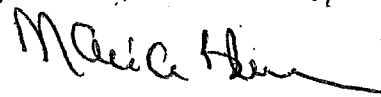


EXHIBIT A

Provided
S-416

**City of Richmond and SEIU Local 1021
2016 MOU Negotiations**

**City Counter to Union Proposal # 10
Union Proposal Presented: 03/21/2016
City Counter Presented: 05/04/2016**

**City Counter Proposal
Union Proposal # 10**

TA

Article III.B.9(c) – Indirect Pay and Allowances – Injury Leave

c. When an employee returns to work or is medically determined to be permanent and stationary, or receives a disability retirement, the City's liability for temporary disability payments or salary continuation will be terminated. **The City will consider providing an accommodation consistent with federal, state, and local law, provided the accommodation is medically necessary, reasonable, feasible, and likely to enable the employee to perform the essential functions of their position, and so long as it does not impose an undue hardship on the City of Richmond. This may include leave or other accommodations which might enable the employee to perform the essential functions of their position. He/she may still be eligible for vocational rehabilitation maintenance.**

Date: June 28, 2016

FOR THE CITY:

[Signature]
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FOR SEIU LOCAL 1021:

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EXHIBIT A
Provided
5-10-16

**City of Richmond and SEIU Local 1021
2016 MOU Negotiations**

**City Counter to Union Proposal # 13
Union Proposal Presented: 05/04/2016
City Counter Presented: 05/10/2016**

***City Counter Proposal
Union Proposal # 13***

Article III.C.5 – Indirect Pay and Allowances – Certifications and Licenses

5. Certifications and Licenses

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

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

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

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

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

EXHIBIT A

**City of Richmond and SEIU Local 1021
2016 MOU Negotiations**

**City Counter to Union Proposal # 13
Union Proposal Presented: 05/04/2016
City Counter Presented: 05/10/2016**

Date: June 28, 2016

FOR THE CITY:

[Signature]
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FOR SEIU LOCAL 1021:

[Signature]
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EXHIBIT A

City of Richmond and SEIU Local 1021 2016 MOU Negotiations

Union Proposal # 12 Presented: 03/21/2016
Tentative Agreement: 05/04/2016

TENTATIVE AGREEMENT Union Proposal # 12

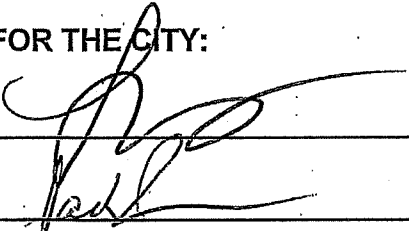
Article III.D.4 – Indirect Pay and Allowances – Safety Footwear


4. Safety Footwear

City agrees to reimburse employees up to ~~one hundred and twenty five dollars (\$125)~~ **three hundred dollars (\$300)** per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement shall be related to those classes of employees who would have need of safety footwear in the performance of their duties. Parties further agree that a receipt must accompany requests for such reimbursement. Employees to whom the City provides safety footwear reimbursement, shall be required to wear them in the course of their work.

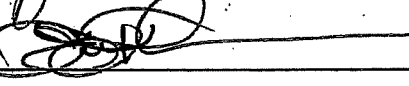
Date: 5/4/16

FOR THE CITY:





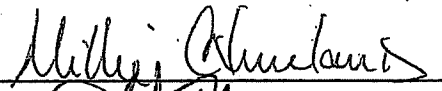
Jessica Call

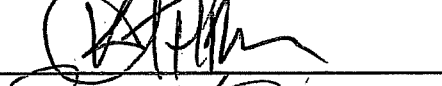



Rebecca A. Stewart

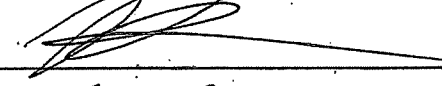
Lobba P. Woods RH

FOR SEIU LOCAL 1021:









Selena

Doreen

Katie Navarro

EXHIBIT A

Received
8-15-19

SEIU Local 1021
Proposal
August 15, 2019

TA
8-15-19 on
City Counter

Article III; D; 4 Safety Footwear

Add: Crime Scene Technicians to receive safety foot wear

↳ City Counter: Add C. S. T. to Art III (D) (6)

M. Chubbins
SEIU Local 1021
Union Field Rep.

Jack Hughes
Chief Negotiator
City of Richmond

GABRIEL PEREZ
PRESIDENT SEIU-RICHMOND
LOCAL 1021 8/15/19

Maice Bell
Labor Relations Mgr./Training

EXHIBIT A

Provided
4-6-16

City of Richmond and SEIU Local 1021 2016 Labor Negotiations

Proposals Number: 11 – Version 2

Date: April 6, 2016

MOU Article: 3(F)

Subject: Retirement

TA
Just
5-4-16

Proposal:

The City proposes that the Parties amend Article 3(F) to 1) eliminate out-of-date content and 2) include legally required PEPRA tier for new members.

MOU Language:

“F. RETIREMENT

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

~~Effective January 1, 1979, the Public Employee's Retirement System (PERS) pension plan for the member of the General Employees Bargaining Unit shall be modified to provide that pension benefits upon retirement shall be computed on the basis of one (1) years final compensation, Optional Section 20024.2 of the California Government Code.~~

~~Effective July 1, 1994 the City will implement Government Code Section 20023(c) (4) pursuant to Section 20615, entailing reporting the employer paid member contributions to PERS as special compensation.~~

EXHIBIT A

~~Effective January 1, 2003, the City will implement the provisions of Government Code Section 21354.5 ("2.7% @ 55").~~

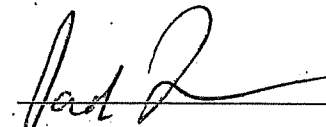
~~Effective January 1, 2005, the City shall contribute on behalf of each employee, in classes covered by this agreement, one half of the employee's eight percent (8%) contribution to PERS retirement. Employees shall be responsible for paying the remaining one half of their contribution. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee paid PERS contributions. The four percent (4%) EPMC shall continue to be treated as special compensation pursuant to Government Code sections 10023(c)(4) and 20615.~~

~~Effective July 1, 2005, the City shall stop contributing any portion of the employee's share of CalPERS retirement, and will cease reporting the value of any EPMC as special compensation. Employees shall thereafter be responsible for paying the full amount of their required PERS contribution.~~

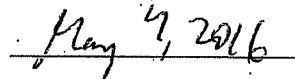
~~Permanent part time employees who regularly work 20 or more hours weekly will be covered by the public employee retirement system in accordance with PERS provisions.~~

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

Tentative Agreement by City:



Jack Hughes



Date

EXHIBIT A

Tentative Agreement by SEIU Local 1021:

Millie Cleveland

Millie Cleveland

5/4/10

Date

City of Richmond and SEIU Local 1021

2016-2019 Successor MOU Negotiation

Tentative Agreement Regarding Professional Development Pay

September 4, 2019

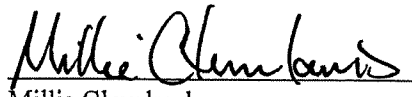
The City of Richmond and SEIU Local 1021 tentatively agree to the following change for their 2016-2021 successor MOU:

1. Professional Development

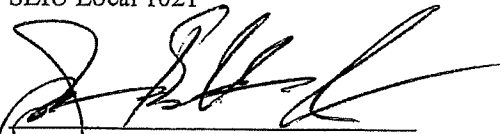
Article III, Section D(2) of the successor MOU shall read as follows:

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

For the Union:

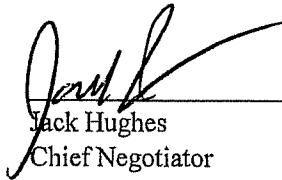


Millie Cleveland
Chief Negotiator
SEIU Local 1021

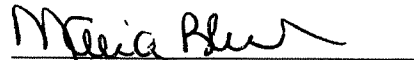


Gregory Everetts
President
Richmond Chapter, SEIU Local 1021

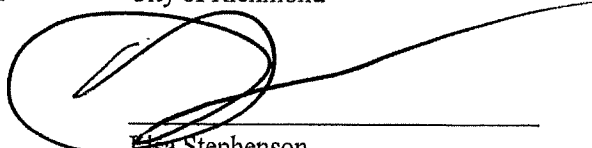
For the City:



Jack Hughes
Chief Negotiator
City of Richmond



Maria Blue
Labor Relations/Training Manager
City of Richmond



Lisa Stephenson
Human Resources Management Director
City of Richmond

EXHIBIT A

3/21/16 Received
SEIU 3-21-16

Proposal # 14

Article V Personnel Provisions Sec. A (2) Layoff

At least thirty (30) days prior to the effective day of a proposed layoff, the department head shall notify the Personnel Director of the proposed action with the reasons therefore, and shall submit at that time a statement certifying in each case, whether or not the services of the employee to be laid off have been satisfactory. A copy of the notice shall be given to employee affected, the Chapter President, and the Union Field Representative.

March 21, 2016

For the City:

[Signature]

Jessica All

Renee A. [Signature]

Maria Blum

Diana [Signature]

[Signature]

[Signature]

[Signature]

For the Union:

M. [Signature]

[Signature]

[Signature]

[Signature]

Rosanne [Signature]

[Signature]

[Signature]

[Signature]

**City of Richmond and SEIU LOCAL 1021
2016 MOU Negotiations**

*Provided
9-19-16*

City Proposal # 13 – Version 4

ARTICLE 5(B)(2)

2. **Length of Probationary Period.** All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. A one year probationary period shall be served by all those individuals initially appointed to the classified service. ~~Effective February 1, 2007, those individuals~~ appointed to the classification of Communications Dispatchers will serve an eighteen (18) month probationary period. The department head may request that a probationer may be granted their earned permanent status in less than one year (eighteen (18) months for Communications Dispatchers). Any time served as a temporary, seasonal or contract employee in the same job classification shall be applied to the original permanent probationary period up to a maximum of six months.

The City shall advance each of said employees to the next salary step following successful completion of said probationary period providing the employee has performed meritoriously. Release of probationary employees is not subject to the grievance procedure.

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

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

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

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

EXHIBIT A

City of Richmond and SEIU LOCAL 1021 2016 MOU Negotiations

Date: September 17, 2016

FOR THE CITY:

[Signature]
Brian A. [Signature]
[Signature]

FOR SEIU LOCAL 1021:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Rosanne Rytan
[Signature]

EXHIBIT A

City of Richmond and SEIU Local 1021 2016 MOU Negotiations

Union Proposal # 16 Presented: 03/21/2016
Tentative Agreement: 05/04/2016

TENTATIVE AGREEMENT Union Proposal # 16

Article V.E – Personnel Provisions – Severance Pay

E. SEVERANCE PAY

A permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of ~~six (6)~~ **ten (10)** days (pro-rated if permanent part-time) of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently re-employed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in an employment status.

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

Date: 5/4/16

FOR THE CITY:

[Signature]
[Signature]
Jessica Cell
[Signature]
Bruce A. Lambert

FOR SEIU LOCAL 1021:

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[Signature]
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EXHIBIT A

Received 9-14-16

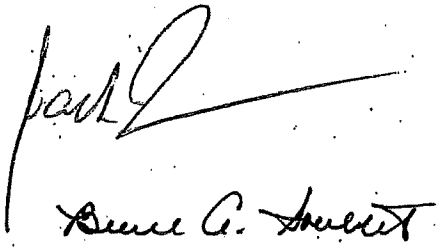
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9-14-16

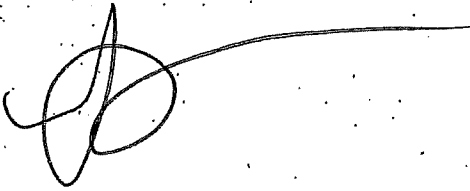
City Counter to Union Proposal #18
Union Proposal Presented: 5/4/16
City Counter Presented: 5/10/16
Union Counter 9/14/16

Article V. P – Flexibly Staff Positions (New Section)

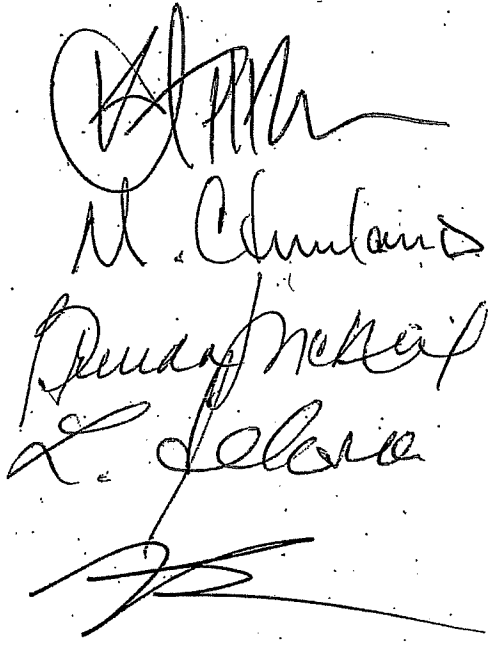
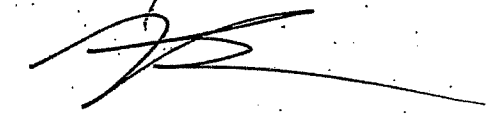
The City and Union agree to meet to discuss the current problem of employees in flexibly staffed positions working in a higher classification without compensation. The City and Union will meet to identify the relevant classifications and develop a process to address the issue.

For the City


Bruce A. Sweet



For SEIU Local 1071


M. Chantano
Diana [unclear]
L. [unclear]


Rosanne Rylow
